



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Scope of Work for Transit Operations Contract and Authorize Advertisement for Request for Proposals (GrapeLine, VineLine and Dial-A-Ride)

MEETING DATE: March 5, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the Scope of Work for the Transit Operations contract and authorize staff to advertise for Request for Proposals (RFP).

BACKGROUND INFORMATION: The City's transit program began in January 1978 with a Dial-A-Ride type service through a contract with the local taxi company. The system was designed to meet the needs of seniors, disabled and economically disadvantaged persons who were unable to travel by car. The City took over the Dial-A-Ride program in September 1992 and added its Fixed Route service in November 1994. In 1996, the entire operation was contracted to a specialized provider. Services are currently provided by a contract with MV Public Transportation, Inc.

The City of Lodi's current contract is five years old and has expired. It is time to re-bid the contract. In addition to the current scope of work, the proposal will include ADA service reporting and tracking, computerized dispatching and the requirement that all proposed Contractor employees be fingerprinted and pass a background check before they are eligible to drive under the contract. In addition to the Scope of Work, the RFP documents will require the submittal of references, experience, and a wage and benefits schedule. The RFP will be evaluated for "Best Value", which includes reviewing management, training, accident history and staffing, in addition to price. The proposals will include a flat monthly charge for administration and dispatch, plus an hourly rate per vehicle revenue hour. The contract term shall be for four years, with two one-year extensions possible. Staff has included in the RFP the current pay scale and benefits package and calls for a minimum starting salary that is to be no less than \$1.00 lower than the existing starting salary. Setting the minimum pay levels has assisted in retaining and recruiting drivers.

The issuance of the RFP for Transit Operations in Lodi also coincides with the timing for release of the RFP for services covering the City of Galt. Staff has met with the City of Galt and is bringing forward the idea of bidding the two services concurrently with an optional bid to allow for one contractor to provide both services. By issuing the optional bid, the Cities would allow for joint management, staffing and oversight of the contracts which is anticipated to result in reduced costs for both systems. In addition, the concurrent management of the services should facilitate ease in reporting requirements associated with the federal funding we receive. Currently, data on Galt's services is prepared by their contractor, submitted to Galt and then submitted to us. If the two systems utilized the same contractor, staff would have direct access to all applicable data. A copy of the RFP is on file in the Public Works Department. The RFP is scheduled to be released March 7th, with proposals due on April 9th. Staff intends to bring this item back to the City Council at the first meeting in May for award.

APPROVED:


Blair King, City Manager

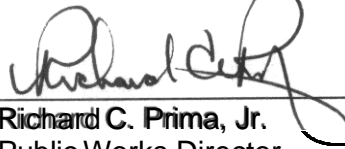
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FISCAL IMPACT: This agreement will allow the City of Lodi to claim and receive Federal Transit Administration funding. These funds will pay for on-going operations and upcoming capital needs. Without a new contract, Federal funding can not be utilized for operations. The current contract amount is approximately \$1.8 million per year and varies with the hours of service being provided. Staff believes that contracting the service provides the best value to the City. Transit service is very specialized and having a contractor who can share overhead expenses (such as training, operation support and technology changes) with their other contracts is a benefit. Other than specialized districts, very few cities directly operate their own transit service.

FUNDING AVAILABLE: Funding for this Transit Operations contract will be from Transportation Development Act (TDA) and Federal Transit Administration (FTA) funds.



Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/pmf

cc: Transportation Manager

REQUEST FOR PROPOSALS
CITY OF LODI FIXED-ROUTE, PARATRANSIT &
DEMAND-RESPONSE OPERATIONS CONTRACT

Released on March 7, 2008

Proposals due 11 a.m., April 9, 2008

City of Lodi
Department of Public Works
Attn: Tiffani M. Fink, Transportation Manager
P.O. Box 3006 (221 West Pine Street)
Lodi, CA 95241-1910 (95240)

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Section 1 General Information

1.1 Introduction

The City of Lodi is issuing this Request for Proposals (RFP) to select a firm to operate the City of Lodi's (CITY) Transit System. The CITY is requesting proposals for the Fixed Route, ADA Paratransit and General Public Dial-A-Ride services.

The CITY has prepared a Scope of Work (see Appendix A) and an Agreement (see Appendix D) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues.

The successful proposer will be asked to enter into an agreement for a term of four years beginning on July 1, 2008 and ending June 30, 2012, with options for an additional two years (to be executed as either one two-year option or two one-year options), extending the term up to June 30, 2014 to be exercised at the City's discretion.

The contract will be based upon a fixed/variable price structure. Pricing for all six years would be provided at award-of-contract.

Proposer shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including, but not limited to, information relating to operational and maintenance capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 4 or otherwise required in this RFP.

The City of Lodi is hereinafter referred to as the "CITY". Proposers are hereinafter referred to as the "PROPOSER".

1.2 Organization of the RFP

The RFP is organized into six (6) sections and includes Appendices A through D.

Section 1 consists of information regarding the introduction and purpose, RFP organization, CITY rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, etc.

Section 2 contains background information, including relevant CITY demographics, current services provided, CITY-provided fleet, and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the evaluation process and criteria.

Section 6 identifies the protest procedures.

The appendices contain additional information required for proposal preparation, including the Scope of Work, Federal Clauses and Other Requirements, Required Forms, and the Transit Service Agreement.

1.3 CITY's Rights

The CITY's rights include, but are not limited to, the following:

- ❑ Issuing addenda to the RFP, including extending or revising the time line for submittals.
- ❑ Withdrawing, reissuing, or modifying the RFP.
- ❑ Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- ❑ Executing an Agreement with a PROPOSER on the basis of the original proposal and/or any other information submitted by the PROPOSER during the procurement process.
- ❑ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of the CITY.
- ❑ Proposals will be evaluated as "Best Value" per the Federal Transit Administration's (FTA) Best Practices Manual and is defined as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."

- ❑ The CITY may, but is not bound to, commence negotiations with a selected PROPOSER.
- ❑ Discontinuing its negotiations after commencing negotiations with a selected PROPOSER, if progress is unsatisfactory in the sole judgment of the CITY, and commencing discussions with another qualified PROPOSER.
- ❑ CITY reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the award of the contract by the City Council with the exception of open public meetings.

1.4 PROPOSER'S RESPONSIBILITIES

It is the responsibility of each PROPOSER to:

- ❑ Examine this RFP, including all enclosures and the attached Agreement thoroughly.
- ❑ Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP, including inspection of the City's terrain and streets.
- ❑ Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- ❑ Each PROPOSER shall make a good faith effort to hire employees from the CITY's incumbent contractor.

- ❑ Clarify with the CITY any conflicts, errors, or discrepancies in this RFP in accordance with the deadlines specified herein.
- ❑ Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- ❑ Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project and that PROPOSER deems necessary to determine its proposal.
- ❑ Each PROPOSER shall use mail, fax, email or other delivery mechanism at its own risk, and the CITY shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Agreement and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the CITY. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- ❑ The CITY shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- ❑ Acceptance of a proposal by the CITY obligates the PROPOSER to enter into an Agreement with the CITY for the performance of the services chosen by the CITY at its sole discretion.
- ❑ The Agreement shall not be binding or valid against the CITY unless and until it is executed by the CITY and the selected PROPOSER, and the PROPOSER's performance bond, insurance, and/or other surety guarantee have been accepted by the CITY.

The proposals received shall become the exclusive property of the CITY. At such time as an Agreement award is recommended to the Lodi City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY". However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. The CITY shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required

by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, agents or employees.

1.6 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to the CITY. The CITY will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the CITY.

DRAFT

Section 2 Background

This section includes background information regarding the proposed procurement of public transit services. Please note that the data provided is for informational purposes only. The CITY does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs. PROPOSER is responsible for an independent assessment of the CITY's needs and of the PROPOSER's ability to provide services to meet those needs.

2.1 Demographics and Population Growth

The City of Lodi which constitutes the basic service area is an urbanized area located in the San Joaquin Valley in the central portion of the State of California. The primary industries are agriculture, food processing, and some light industry and services.

The CITY provides public transit services within its boundaries and limited adjacent areas in northern San Joaquin County. The GRAPELINE, a fixed route transit service, operates within the Lodi city limits. The Dial-A-Ride service area consists of the Lodi city limits, plus the unincorporated areas of Woodbridge, the Arbor Mobile Home Park in Acampo, and the Freeway Mobile Home Park located south of the city limits. Service to these unincorporated areas is provided under a contractual arrangement between the CITY and San Joaquin County. The total service area is approximately 19 square miles. A map of the service area is included as Appendix E.

2.2 Current Services

❑ Fixed Route Operations (GrapeLine)

The CITY operates five (5) fixed routes, known as the GrapeLine, within the city limits. These routes are pulsed out of the Lodi Multi-modal Station and are timed so that all routes begin and end at the same time and location. Fixed Route hours are as follows: Monday thru Friday - 6:15 a.m. to 6:54 p.m.; Saturday and Sunday - 7:45 a.m. to 3:09 p.m. In addition, the CITY operates three (3) Express Routes as part of its fixed route service. Each of the Express Routes operate three (3) roundtrips in the mornings and three (3) roundtrips in the afternoons weekdays with the exceptions of holidays.

❑ General Public Dial-A-Ride Operations

The General Public Dial-A-Ride operates seven days a week and is dispatched out of the Lodi Station Multi-modal station at 24 South Sacramento Street. General Public Dial-A-Ride's hours are as follows: Monday thru Friday - 6:15 a.m. to 9:00 p.m.; Saturday - 7:45 a.m. to 6:00 p.m.; and Sunday - 7:45 a.m. to 6:00 p.m. The service operates on reservations with same day demand service available at a surcharge during Fixed Route hours. No surcharge is imposed after fixed route service ends.

❑ ADA Paratransit Operations (VineLine)

In addition to Fixed Route and General Public Dial-A-Ride services, the CITY operates an ADA Paratransit service known as the VineLine. The VineLine service is available to ADA certified passengers and is a reservations-only service. The CITY oversees and

manages the certification process and once certified, the CITY will provide the CONTRACTOR with the passenger information to be included in the passenger database. ADA Paratransit service hours are: Monday thru Friday - 6:16 a.m. to 7:00 p.m., Saturday and Sunday - 7:45 a.m. to 3:15 p.m.

□ **Greyhound Ticket Sales**

Besides the CITY transit services, the CITY acts as the Contract Agent with Greyhound for ticket sales from the Lodi Depot. Under the terms of this agreement, PROPOSER shall staff the ticket sales counter (may be shared with transit service duties) during regularly posted lobby hours. CITY shall split all ticket commissions from Greyhound 50/50 with PROPOSER.

2.3 City-Provided Vehicles

The CITY will provide a fleet of accessible fixed-route and paratransit vehicles. The fleet is comprised of five (5) 40-foot NABI buses and one (1) Dupont Champlain replica trolley which are used exclusively for fixed route services. One 40-foot vehicle is also available as a training vehicle.

Twenty-six (26) paratransit vehicles are available for the General Public Dial-A-Ride and ADA Paratransit services. In addition, paratransit vehicles are utilized to provide the Express Route service and off-peak fixed route service, as needed. Paratransit vehicles may be used on fixed route as necessary to meet service demands and cover maintenance schedules.

During the contract period, the CITY anticipates purchasing new equipment, which includes replacement fixed-route coaches, as well as replacement paratransit coaches. A listing of the current transit fleet is included as Appendix D.

2.4 Fare and Pass Schedule.

A current copy of a Fixed Route schedule, Express Route schedule, and brochures describing the General Public Dial-A-Ride and ADA Paratransit service are attached. In addition, the most recent fare schedules for transit services and Riders Guides have been included. See schedules and brochure attached as Appendix E.

Other details such as the fixed-route transfer policy and price of various fare instruments are described therein.

SECTION 3 SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 Schedule

The CITY intends to adhere to the schedule provided in Table 1-1 for the procurement of transit operator services. This schedule may change at the CITY's sole discretion.

Table 1-1 Procurement Schedule	
Activity	Date
Issue RFP	March 7, 2008
Pre-proposal conference/site visits	March 18, 2008 (10 a.m.)
Questions/clarifications submission deadline	March 21, 2008 (3 p.m.)
City response to questions/clarification deadline	March 27, 2008
Proposal submission deadline	April 9, 2008 (11 a.m.)
Interviews	April 21-22, 2008
Presentation of staff recommendation to Council	May 7, 2008
Agreement award	May 7, 2008
Service initiation	July 1, 2008

3.2 Proposal Submission

Sealed proposals must be received by the Transit Manager's Office at the address below, no later than 11 a.m., Wednesday, April 9, 2008.

City of Lodi Public Works Department
Attn: Tiffani M. Fink, Transportation Manager
P.O. Box 3006 (221 West Pine Street)
Lodi, CA 95241-1910 (95240)

☐ **Technical and Price Proposal**

One (1) original and seven (7) copies of proposal must be received by the CITY no later than 11 a.m., April 9, 2008. Proposals must be sealed and marked "Request for Proposals- Fixed Route, Paratransit and Demand Response Operations Contract". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

3.3 Proposal Content

All proposals must include the following:

- ☐ **Cover letter** not to exceed four pages that provides the following information:
 - a. Name, address, and telephone and fax number of applicant and key contact person.
 - b. Description of type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) submitting proposal.
 - c. Name of entity that would sign an Agreement if one is negotiated for this project.

- d. A written statement warranting that the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
 - e. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 180 days after the submission deadline.
 - f. References from no less than five agencies for which the PROPOSER provides similar services as requested by the CITY.
 - g. An officer or agent of the PROPOSER who is duly authorized to bind the company to the proposal must sign the cover letter.
- ❑ **Executive summary** (not to exceed five pages) that highlights the major elements of PROPOSER's qualifications and proposal, including brief description of the proposed implementation plan and schedule. All information should be provided in a concise manner.
 - ❑ **Responses to all required elements requested in Section 4.** The proposal responses shall be organized in identifiable sections as outlined in Section 4 of this RFP, so that all requested information can be readily found.
 - ❑ **Completion and inclusion of all required forms (as listed in Appendix C).** PROPOSER shall complete, sign and include all required forms in their proposal. Any proposal that does not contain the required forms shall be deemed non-responsive and will be excluded from the evaluation process.
 - ❑ **Additional information or data relevant** to PROPOSER's qualifications or approach is optional and may be included in the submittal as an appendix.
 - ❑ **All pages** of the proposal must be numbered for reference.

Any proposal that fails to include each of the elements described in this Section 3.3 is subject to being deemed technically unacceptable and eliminated from further consideration.

3.4 Pre-Proposal Conference

A pre-proposal conference will be held on March 18, 2008 at 10 a.m. in the Lodi City Council Chambers, 305 West Pine Street, Lodi, California. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Questions of consequence will be recorded at the conference, and questions and answers will be mailed to all parties that have received an RFP. Any changes, interpretations, or clarifications considered necessary by the CITY in response to PROPOSER questions will be issued in writing as addenda and mailed or delivered to all parties that have attended the pre-proposal conference. Only answers issued in writing by CITY will be binding on the CITY. Oral and other interpretations or clarifications including those provided at the pre-proposal conference will be without legal effect.

3.5 Written Questions

PROPOSER must submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and enclosures by 3 p.m. on March 21, 2008 to:

City of Lodi Public Works Department
Attn: Tiffani M. Fink, Transportation Manager
P.O. Box 3006 (221 West Pine Street)
Lodi, CA 95241-1910 (95240)
Fax: (209) 333-6710
Email address: tfink@lodi.gov

The CITY will not respond to questions received after 3 p.m., March 21, 2008. The CITY will respond to PROPOSER's questions in writing no later than 5 p.m., March 27, 2008. All communications between the CITY and the individual proposers will be documented and transmitted simultaneously to all proposers.

3.6 Clarification/Interviews

PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSER may be required and shall be prepared to attend an interview with the Selection Committee. The proposed General Manager and Safety and Training Manager must be available to answer questions at the interview and may be questioned individually. The CITY may choose, at its sole option, not to interview all proposing PROPOSERS. The CITY may reject any or all proposals submitted, or at its sole discretion, award the Agreement to the best PROPOSER without any interviews.

The interview, if necessary, will occur on April 21 and 22, 2008. If an interview is requested, the PROPOSER will be advised of the specific time and place.

3.7 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the CITY's sole discretion, grounds for removal of a proposal from further consideration. Should the company be awarded any Agreement as a result of this RFP, inaccurate or misleading information as part of the proposal will be, at the CITY's sole discretion, grounds for default.

Section 4

Proposal Requirements

4.1 Performance Requirement

The Contractor will be required, at all times during the terms of the Agreement, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor, supervision, machinery, equipment, material, and supplies necessary therefore (other than equipment supplied by the CITY), as required under the Agreement. Any proposal submitted must be for the operation and upkeep (exterior and interior cleaning) of all revenue vehicles plus spares and all other labor, equipment, insurance, supplies, storage and facilities required to operate services under the Agreement. The Contractor shall conduct all work in the Contractor's own name and as an independent contractor (as provided in Section 2.12), and not in the name of, or as an agent for the CITY.

4.2 Content of Technical Proposals

The following items must be included in the PROPOSER's proposal for it to be considered complete and responsive.

□ Documentation of Firm Background and Experience

PROPOSER, or its management team, shall have a minimum of five (5) years recent experience in providing fixed route and paratransit services with a minimum of 5 coaches with lengths of 35 feet or longer and 10 paratransit vehicles. This experience must include a minimum of three separate and distinct public transit systems of a size and scope and in an operating environment similar to City of Lodi.

Attach a brief narrative description of your firm's background and experience in operating both fixed-route, general public Dial-A-Ride and ADA paratransit services of a size and scope and in an environment similar to the City of Lodi. Explain why your firm is best qualified to provide the services. The narrative should be limited to five (5) pages.

Attach a concise but complete narrative describing the background and experience of each member of your proposed management team with respect to the following positions: 1) Regional Manager, 2) General Manager, 3) Safety and Training Manager, 3) Customer Service Manager, and 4) Lead Dispatchers and Road Supervisors (attach a 1 or 2-page resume for each person). PROPOSER shall include two organizational charts. The first chart shall illustrate the firm's staffing structure, including shared duties/titles and the second chart shall illustrate the names, reporting structure, brief job description, and number of years with PROPOSER's firm for each member of the proposed project team. A table shall also be included noting how many fulltime equivalents (FTEs) will be assigned to each title/job specification. Please clearly identify any positions intended to be filled by a person serving in two or more capacities.

□ Project Approach and Methodology

Describe your firm's approach, capacity, and management philosophy towards transit system operations.

❑ Proposed Number of Vehicles Required

PROPOSER shall specify in the proposals how many vehicles they will require to operate the specified levels of service. System operations will be funded by fares, Transportation Development Act (TDA), and Federal Transit Administration funds allocated to CITY. As such, the entire operation shall be subject to applicable rules and regulations of all levels of government.

❑ Proposed Driver Training Plan

Each PROPOSER shall outline a comprehensive Driver Training Plan that meets State and Federal requirements and is suitable for fixed-route and paratransit services. All drivers shall possess a California Class B, or higher, license endorsed for operation of fixed-route and paratransit-type vehicles. Dial-A-Ride drivers shall possess or be capable of possessing a General Public Paratransit Vehicle license.

Submit a description of hiring and formal training programs for drivers and other employees. This description should satisfy fully the minimum requirements described in Scope of Work, Minimum Driver Requirements. Identify training personnel and their experience relevant to Agreement.

❑ Proposed Safety, Security and Risk Management Plan

PROPOSER shall submit a description of the formal safety programs that will be implemented to encourage safety in the operations and maintenance areas. Include a description of any driver training provided for medical emergencies.

❑ Proposed Performance Monitoring and Quality Control Program

PROPOSER shall submit a list of proposed performance monitoring measures, technology, and programs, including operations, upkeep (exterior and interior cleaning) and quality control. Include a description of the quality control program.

❑ Proposed Road Supervision/Emergency Handling Program & Procedures

PROPOSER shall submit a description of the formal procedures and plan for deployment of road supervision personnel. Describe any other functions, which will be assigned to road supervisors. Submit a description of practices used by employees in handling routine emergencies that occur in the course of operations.

❑ Proposed System Reservations and Dispatch Plan

PROPOSER shall submit a comprehensive system reservations and dispatch plan proposal for evaluation and approval by the CITY. Indicate staffing and provide sample forms used in other contract services your firm operates, pursuant to the requirements of the Scope of Work. Describe the relationship between these staff and those performing work in handling the scheduling, dispatching, and telephone communications.

❑ Proposed Computer Aided Dispatch System – Minimal Requirements

PROPOSER shall submit the specifications for an automated scheduling system to develop, deploy and support customer information solutions for paratransit and fixed route services. The Computer Aided Dispatch System shall include:

- Real Time, Fixed Route On-Time Performance tracking and monitoring, with ability to drill down into non-compliant occurrences (profiling call data)
- Real Time, Paratransit On-Time Performance tracking and monitoring, with ability to drill down into non-compliant occurrences (profiling call data)
- Automated monitor and advisement of “late trips”, with ability to drill down into non-compliant occurrences (profiling call data)
- Monitor and alert of passenger/trips that meet certain criteria
- Real Time ETA Updates for high volume pick-up points (similar to airport flight advisement or BART station)
- Automated printing of No Call/No Show letters to consumers advising of their status
- Automated proactive calling of passengers for “next Day Service” with option to cancel the trip at the time of the call
- Ability to have fixed-route passengers call an automated line for real-time status update of route and ETA
- Ability to have paratransit passengers call an automated line for real-time status update of estimated ETA
- Reporting (in addition to current)
 - On-Time by Hour
 - On-Time by Operator
 - On-Time by daily pullouts and routes
 - On-Time Return to Yard Report
 - On-Time Performance Exception

❑ **Vehicle Locating and Tracking system – Minimal Requirements**

PROPOSER shall propose a system to provide a global position system (GPS) that offers vehicle locating and tracking capabilities for all vehicles. The proposed system should be capable of:

- Interfacing with Computer Aided Dispatch system to provide real time updates to routes in no more than 10 second intervals
- Interfacing with Mapping software to identify exact location of the vehicles at any time
- Providing on time performance data in real time, accessible to the CITY at any time
- Providing estimated times of arrival and on-map locations to contractor staff, the CITY and passengers through on-site kiosks (provided by the CITY)
- Offering daily, weekly, monthly, and annual, automated on-time performance reporting

❑ **Proposed Telephone System – Minimal Requirements**

The CITY shall provide all phone lines needed for the reservations and dispatch functions of the Proposal. The PROPOSER shall provide a business telephone system that meets the following requirements:

Proposed telephone monitoring system shall be capable of electronically recording all incoming and outgoing telephone calls from or to service's telephone reservation lines.

Store said recordings for a minimum of 30 days and make recordings available, via exportable files, to the CITY within five business days of the request.

In addition, PROPOSER shall provide a direct line for contact by CITY and other personnel. In addition, the General Manager shall have a private line available to the CITY with a mailbox capable of recording voicemail.

The CITY may also conduct surveys of customers as a basis to determine the adequacy of the Contractor's reservations calls capacity.

❑ Proposed Vehicle Maintenance (exterior and interior cleaning)

Each PROPOSER shall provide a detailed description of its plan to adequately clean and maintain the equipment used to provide the stipulated services. The plan should include inspection schedules, staffing approach, cleaning and washing schedules, etc. Explain how CITY-scheduled maintenance labor will be facilitated so as to not interfere with routine delivery of daily scheduled transit service. Explain road call and vehicle change-out procedures. Describe any proposed exceptions to the requirements referenced above.

❑ Proposed Vehicle Fueling

Each PROPOSER shall provide a detailed description of its plan to adequately check the fluids and fuel the equipment used to provide the stipulated services.

❑ Operations Facility

The CITY shall provide an operations facility for use by PROPOSER for the duration of the contract. The operations facility is located at 24 South Sacramento Street and is comprised of three buildings. The main building includes the General Manager's office, reception and ticket sales area. The lobby shall be open to the public and staffed Monday thru Friday from 8:00 a.m. to 6:00 p.m. The north building shall be used for dispatching and has offices to accommodate the Safety and Training Manager, as well as a classroom space for training. The classroom space is accessible through a separate door from dispatch. The clocktower building houses the employee breakroom, as well as auxiliary offices for the Lodi Police Department officers on the Downtown patrol. The breakroom is a shared space with access granted to employees of Calaveras Transit, South County Transit and the San Joaquin Regional Transit District for breaks and layovers. All three buildings include restroom facilities.

❑ Employee Work Rules and Benefits Package

Each PROPOSER shall submit a copy of their specific employee work rules and personnel policies to include, but not limited to, sexual harassment, discrimination, violence in the workplace, ADA, discipline, employee evaluations, training and development of employees. Additionally, each PROPOSER shall provide specifics regarding the benefit package provided to all proposed employees, including any and all eligibility requirements. This discussion should also include any incentive, motivational or awards program offered by the PROPOSER.

❑ **Proposed Job Classifications, Wage Scales, and Benefits Package**

Each PROPOSER shall submit a detailed breakdown of staffing, including job descriptions and wage scales/salaries and benefits package. Include narrative if appropriate. (See Appendix C, Forms E-1, E-2.)

❑ **Implementation Plan**

The PROPOSER shall include a detailed Implementation Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the service to be operated by the PROPOSER, including, if necessary, transition from the current operator. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program.

❑ **Safety Record**

PROPOSER shall submit a detailed breakdown of its safety record for terminals of similar size and operating environment to the City of Lodi. PROPOSER must include the accident frequency rate (number of preventable accidents per 50,000 miles) for the past three years. When calculating the accident frequency rate, the PROPOSER will employ the following National Transit Database definition of “accident “

“NTD defines single event occurrences (e.g. collisions) as incidents for safety and security events that involves fatality, injury and or property damages greater than or equal to \$7,500.”

A “preventable accident” is any accident (utilizing the definition above) that is determined as “preventable” by a law enforcement agency.

❑ **Certifications, Forms and Attachments**

PROPOSER shall sign and complete the following forms:

- a. Lobbying Certification
- b. Certification Regarding Debarment, Suspension, and other Responsibility Matters
- c. Price Proposal
- d. Line Item Operating Budget
- e. Staffing Levels and Wages/Salaries (Fixed Route, **Dart**, Paratransit)
- f. Addendum Receipt
- g. Non-Collusion Affidavit for Contractor
- h. Certification of Eligibility (Labor Standards)
- i. Certification of Primary Participant Regarding Responsibility Matters
- j. Certification DBE Program/Equal Employment Opportunity
- k. PROPOSER's Bond
- l. RFP Process Integrity Rules
- m. Willingness to Accept Proposal Arrangements
- n. Certification Regarding Alcohol Misuse and Prohibited Drug Use

4.3 Content of Price Detail in the Proposal

The following items must be included in the PROPOSER's proposal for it to be considered complete and responsive.

❑ Price Proposal (Appendix C, Forms C-1, C-2)

The PROPOSER shall provide price proposals (using Forms C-1 and C-2) based upon PROPOSER's fixed monthly fee plus cost per revenue vehicle hour and the proposed annual total operating cost for the entire service. The PROPOSER shall provide a base cost that assumes the CITY will provide the liability insurance as outlined in Section 4.4 with the PROPOSER to pay 50% of the annual premium.

❑ Line Item Operating Budget (Appendix C, Forms D-1, D-2)

The PROPOSER shall provide an operating budget (using Forms D-1 and D-2) identifying estimated operating costs. Items shall include personnel, executive, administrative and other costs. The PROPOSER shall consider that the CITY will provide all vehicles, vehicle storage, fuel and maintenance.

4.4 Insurance

PROPOSER shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to CITY as may be required by the Risk Manager of CITY. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All Self Insured Retention (SIR) amounts shall be disclosed to CITY along with evidence of sufficient capitalization with a minimum of three times the SIR level.

1. Workers' Compensation – in compliance with the statutes of the State of California, plus employer's liability with a minimum of liability of \$1,000,000.
2. General Liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$2,000,000 for property damage or \$2,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; and products and completed operations.
3. Automobile Liability insurance premiums shall be split 50/50 with the CITY to cover the insurance costs for transit. Additionally, an accident which is found to be the fault of the driver due to, but not inclusive of, driver negligence or improper training shall be the responsibility of the CONTRACTOR.
4. Employee Dishonesty insurance with a minimum limit of liability per occurrence of \$50,000. This coverage to insure all officials, agents and employees with access to funds received by CONTRACTOR.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, PROPOSER shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit certificate thereof as hereinabove provided. Upon failure of

PROPOSER to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of PROPOSER to obtain and/or maintain any required insurance shall not relieve PROPOSER from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of PROPOSER concerning indemnification. CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Worker's Compensation. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by PROPOSER for CITY. PROPOSER'S insurance policy(ies) shall include a provision that the coverage is primarily as respects CITY; shall include no special limitations to coverage provided to additional insured; shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. PROPOSER shall either require subcontractor to procure and to maintain during the term of the subcontract all insurance in the amounts specified above, or shall insure the activities of subcontractors in the policy specified above. The limits of liability required may vary, depending on the type of permit or contract.

- A. Indemnification and Hold Harmless. PROPOSER shall hold CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of PROPOSER, whether or not the act or omission arises from the sole negligence or other liability of PROPOSER, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

□ Reimbursement of Operator Caused Damages

- A. PROPOSER will be obligated to reimburse the CITY for the cost of all damages that result from the negligence of PROPOSER's employees while operating CITY vehicles, whether in revenue or non-revenue service.

4.5 Audited Financial and Cash Flow Statement

All PROPOSERS shall submit an audited financial statement and a United States audited cash flow statement for the two most recent years of operation.

4.6 Proposal Bond

At the time a proposal is submitted in response to this RFP, each PROPOSER must submit a proposal bond, certified check or cashier's check, or other negotiable instrument as assurance the PROPOSER will, if the proposal is accepted, execute such contractual documents as may be required within the specified. The proposal bond shall be in the amount of \$25,000. (See Appendix C, Form K – Proposer's Bond.)

4.7 Performance Bond

The selected Contractor will be required to procure, at its expense, and keep in effect at all times during the term of the Agreement, a surety bond equivalent to 10% of the annual Agreement amount or the full amount of any Self Insurance Retention proposed whichever is greater, excluding capital cost, in favor of the CITY and executed by a corporate surety authorized to conduct business as a surety in the State of California. Each PROPOSER shall include in its proposal a letter from an admitted surety insurer stating PROPOSER's ability to be bonded. See Appendix D – Agreement for the Provision of Fixed Route and Paratransit Services, for further details regarding the Performance Bond.

4.8 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with the CITY on all of the terms specified in this RFP (including Appendix A, Scope of Work, Appendix B, Federal Clauses and Requirements, Appendix C, Required Forms, and Appendix D, An Agreement for the Provision of Fixed-route and Paratransit Services). Any terms or provisions of this RFP and its Appendices that PROPOSER does not agree to accept must be listed in Form M, (see Appendix C) together with specific proposed revisions for consideration by the City.

Section 5

Evaluation and Selection

5.1 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated in accordance with the criteria set forth in Section 5.2 below. The Evaluation Committee shall score the proposals and make a recommendation to the Transportation Manager as to which PROPOSERS are within the competitive range. The Transportation Manager will notify PROPOSERS in writing whether or not they are in the competitive range.

□ Interviews

Interviews will be held by the Transportation Manager and/or her representatives with all PROPOSERS determined to be in the competitive range. The Transportation Manager and/or her representatives shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all PROPOSERS (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits and investigations. An interview and presentation may be required. At the conclusion of this process, the Evaluation Committee will prepare its recommendation for Agreement award.

□ City Council Makes Final Determination

After the review and scoring, the Transportation Manager shall submit the Evaluations Committee's recommendation for Agreement award to the City Council. After review and consideration of this recommendation, the City Council shall have the discretion to: 1) award the Agreement to the PROPOSER whose proposal is most advantageous to the CITY, price and other evaluation factors specified in Section 5.2 of this RFP considered, or 2) reject any and all proposals. The City Council is not bound by the recommendation of the Evaluation Committee.

Notwithstanding the above, the CITY reserves the right to make the award under this RFP based upon the initial proposals submitted.

5.2 Evaluation Criteria

The following items constitute the evaluation criteria (and their respective weights), which the CITY will use in evaluating proposals submitted in response to this RFP.

Evaluation Criteria	Weight	Criterion Scoring	Score	Total Weighted Score
Management, Technical Competence	4	0 – 100		
Operations Capability and Quality of Plans and Submittals	3	0 – 100		
Safety	3	0 - 100		
Cost	2	0 – 100		
Financial Viability	2	0 – 100		

❑ Management and Technical Competence

The PROPOSER will be evaluated on the availability of quality technical resources and personnel to assure performance of the Agreement services. This factor will include review and evaluation of the proposed management team, any record of the team working together on prior projects, the PROPOSER's approach to management of the services, and the PROPOSER's strategies or concepts for enhancing service quality, productivity and performance.

❑ Operations Capability and Quality of Plans and Submittals

The PROPOSER will be evaluated on the demonstrated capability and performance with similar projects, including the PROPOSER's record for on-time performance, its safety record and its overall ability to meet the CITY'S performance requirements. This factor will include review of client references and past performance.

The PROPOSER will also be evaluated on the quality of the PROPOSER's programs and plans for maintenance, staffing, training, safety, employee incentives, start-up, and the sufficiency of submittals required under the RFP. This factor will include an assessment, based on the submitted programs and plans, of the PROPOSER's ability to enhance service quality, safety, reliability; to promote stability in the workforce; and to provide employee incentive programs for quality and safety of service.

❑ Safety

The PROPOSER will be evaluated on their safety record including the Accident Frequency Ratio (AFR) as determined by utilizing the industry standard National Transit Database reporting threshold for a preventable accident.

❑ **Cost**

The PROPOSER will be evaluated on the total cost of services and cost per vehicle hour, including an evaluation of the component elements, which make up the total price.

❑ **Financial Viability**

The PROPOSER will be evaluated on the financial strength and capacity of the PROPOSER, as reflected in its certified financial statement, its assets, liabilities, net worth and its credit references. This factor will include an assessment of the risk of the PROPOSER being unable to fulfill the requirements of the Agreement due to bankruptcy, insolvency or other adverse financial conditions.

5.3 Notification to Unsuccessful PROPOSERS

Unsuccessful PROPOSERS shall be notified of CITY's award of Agreement to the successful PROPOSER within five (5) working days of said decision.

Section 6 PROTEST PROCEDURES

6.1 Definitions

The following terms as may be used in this section are defined below:

- a. "Proposal" refers to an offer or proposal as used in the context of this Request for Proposal.
- b. "Day" refers to working day of the CITY, as appropriate.
- c. "Date of Notification of Award" refers to the calendar date that the CITY places in the U.S. Mail an official letter informing each submitting PROPOSERS which bidding firm, corporation, partnership or individual was awarded the Agreement.
- d. "File" or "Submit" refers to date of receipt by CITY of protest materials.
- e. "Interested Party" means an actual or prospective PROPOSER whose direct economic interest would be affected by the award of Agreement or by failure to award Agreement.
- f. "Protester" refers to interested party filing a protest or appeal.
- g. "FTA" means Federal Transit Administration.

6.2 Protest Procedures

Protests Prior to Proposal Opening. Protests regarding any aspect of the attached materials and CITY selection procedures must be submitted in writing (via mail, email, or FAX) to the Transportation Manager, P.O. Box 3006 (221 West Pine Street), Lodi, CA, 95241-1910 (95240), (EMAIL: tfink@lodi.gov), (FAX: 209-333-6710), by 10 a.m. PDT, April 9, 2008. The Transportation Manager will respond to these protests by April 16, 2008 with an addendum to this RFP, by express mail, email and/or FAX. This action completes the pre-opening administrative protest remedy at the CITY level.

Protests After Proposal Opening/Announcement of Award. Protests regarding the CITY's proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to the Transportation Manager, P.O. Box 3006 (221 West Pine Street), Lodi, CA, 95241-1910 (95240), (EMAIL: tfink@lodi.gov), (FAX: 209-333-6710), by 3:00 p.m. PDT, May 14, 2008. The Transportation Manager will respond to these protests by 5:00 p.m. PDT on June 4, 2008 by email and/or FAX. This action completes the opening/award announcement administrative protest remedy at the CITY level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the CITY level, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to FTA prior to proposal opening is 12:00 p.m. PDT, April 18, 2008. The deadline for submitting protests to FTA after opening/announcement of award is 12:00 p.m. PDT, June 2, 2008.

FTA's review of any protest will be limited to:

(1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.

(2) Violation of CITY's protest procedures or CITY's failure to review a complaint or protest.

The protest filed with FTA shall:

- (1) Include the name and address of the protester.
- (2) Identify CITY (ID # 9092) as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation.
(The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with CITY, and a copy of CITY's decision, if any.
- (5) Indicate the ruling or relief desired from FTA.

Such protests should be sent to:

FTA Region IX
202 Mission Street, Suite 2210
San Francisco, CA 94105

A copy of such protests should also be sent to the Transportation Manager for the CITY.

Appendix A

SCOPE OF WORK

A. GENERAL

1. Service Provided. Schedules/response times shall be as defined in this Scope of Work. CONTRACTOR shall provide an annual total of approximately 60,000 vehicle hours of service. CONTRACTOR shall provide sufficient supervisory and dispatching personnel to adequately handle all services to the satisfaction of the CITY. CITY shall provide fuel for all City-provided vehicles at the CITY Municipal Service Center, 1331 South Ham Lane, Lodi, or other location(s) as determined by CITY.

2. Passenger Fares. The fares shall be as defined in the attached fare schedules and are subject to change as determined by CITY. CONTRACTOR shall collect all farebox receipts in secure fare boxes, as well as other revenues from fare instruments as required by CITY to be sold by CONTRACTOR, and count and record amount of receipts, and deposit into a designated CITY bank account daily, and forward backup paperwork to CITY's Finance Department daily.

3. DBE/EEO. CONTRACTOR shall submit a signed affidavit certifying compliance with the Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements as specified in the Agreement.

4. Training and Retraining. CONTRACTOR shall provide ongoing training, retraining, and safety education for all vehicle operators, maintenance personnel and supervisory personnel which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies.

5. Drug and Alcohol Testing. CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the Federal Transit Administration (FTA) and/or the California Highway Patrol, as described more particularly in the Agreement.

6. Fare Instruments (tickets, passes and transfers). CONTRACTOR shall work with the CITY to develop a fare instrument program and will accept transfers and other fare instruments from other transit systems as directed by CITY.

7. CONTRACTOR shall offer telephone information whenever a vehicle is in service. CONTRACTOR shall arrange work shifts which efficiently reflect the volume of telephone calls and provide sufficient staffing to the satisfaction of the CITY.

CONTRACTOR shall provide a "Positive Contact Number" (PCN) where a live manager may be reached twenty-four hours a day, seven days a week.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle passenger information telephone calls and trip scheduling. This schedule shall identify work assignments, specify non-telephone work assigned concurrently, and work shift times.

8. Dispatching. CONTRACTOR shall utilize a systematic method to schedule vehicles and transport passengers using CITY vehicles. The method should be capable of accommodating both fixed-route, and advanced and same day reservations for paratransit services and demand responsive services, and of integrating all demands for service into efficient vehicle tours, which maximize productivity and assure service quality to the levels prescribed in Agreement. Automated scheduling techniques are required.

CONTRACTOR shall provide an adequate number of persons to staff the vehicle dispatch and passenger scheduling functions. These persons shall be responsible for maintaining communication with all vehicles in service and for maintaining the daily dispatch log to be developed and used by CONTRACTOR. Scheduling and dispatching personnel shall be trained in professional techniques, radio protocol, and in cooperative approaches with drivers and passengers. CITY shall provide CONTRACTOR with appropriate radio communication equipment.

9. Control and Distribution of Fixed-route Transfers. CONTRACTOR shall maintain strict control of all transfers. The number and type of transfers issued to drivers shall be documented and drivers shall return transfers at end of shift. All transfers not being used in revenue service or issued to drivers shall be kept in a secure place. Whenever drivers are not in their assigned revenue vehicle, they shall remove transfers from vehicle and maintain the transfers in a secure place.

10. Contact of CITY/CONTRACTOR Personnel. CITY personnel shall have the right to make contact with CONTRACTOR personnel, other than the management and dispatch functions, as needed when CONTRACTOR personnel are in revenue service, or operating or in the possession of CITY-provided equipment.

11. Besides the CITY transit services, the CITY acts as the Contract Agent with Greyhound for ticket sales from the Lodi Depot. Under the terms of this agreement, CONTRACTOR shall staff the ticket sales counter (may be shared with transit service duties) during regularly posted lobby hours. CITY shall split all ticket commissions from Greyhound 50/50 with CONTRACTOR.

B. EQUIPMENT INCLUDING VEHICLES

1. City Shall Provide Vehicles. CITY shall provide CONTRACTOR with a fleet of suitable fixed-route and paratransit vehicles for the performance of Agreement. CONTRACTOR responsibilities include, but are not limited to, operating, checking fluids, and fueling the vehicles in accordance with Agreement and this Scope of Work. Maintenance of CITY's vehicles shall be by CITY.

2. Warranties. CITY shall be responsible for maintaining all CITY-provided equipment including warranties. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by CITY.

3. Loss of Useful Life. CONTRACTOR shall be liable for the cost of replacing any equipment damaged beyond use as a result of CONTRACTOR's negligence (e.g. tires which cannot be recapped due to damage from improper use).

4. Availability. CITY shall store all equipment at its Multi-modal Transit Station, 24 South Sacramento Street, Lodi and/or other locations as determined by

CITY, and CONTRACTOR shall be allowed to access equipment for service as determined by CITY. CITY shall make equipment available to CONTRACTOR no later than ten (10) weekdays prior to commencement of first day of revenue service.

5. Return of Equipment. CONTRACTOR shall return all equipment to CITY at 24 South Sacramento Street, Lodi, at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage, and related expenses, caused by CONTRACTOR negligence and not caused by CITY.

6. Inventory. CITY and CONTRACTOR agree to prepare a joint written inventory of all CITY-provided equipment and supplies. This inventory shall be conducted at the commencement and termination of Agreement. CONTRACTOR shall be responsible for returning the vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.

7. Alterations. CONTRACTOR shall not have the right to install equipment or make any minor or major alterations to any CITY-owned equipment without prior written consent of both the Transportation Manager and Fleet and Facilities Manager. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

8. Use. No CITY-provided equipment shall be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, and may only be used for the transportation of passengers as provided in Agreement or in services approved beforehand by CITY. CONTRACTOR agrees to use equipment in a careful and proper manner and to comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles subject to Agreement. CONTRACTOR shall not use equipment in any unlawful trade or for any unlawful purpose whatsoever, or in violation of Agreement. The CONTRACTOR may not use CITY provided equipment to train persons who are not working on services under this Agreement.

9. Liens. CITY shall not suffer, create or permit to be imposed upon the vehicles any lien or encumbrance which may interfere with CONTRACTOR's intended use of the vehicles.

Neither CONTRACTOR nor any of its agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever, and shall return equipment to CITY free of any liens, claims or encumbrances resulting from its use of equipment. CONTRACTOR agrees to notify any third party furnishing services, supplies or other necessities to CONTRACTOR that neither CONTRACTOR nor any of its agents has the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.

10. Permits, Charges, Taxes. CONTRACTOR shall be responsible for securing and maintaining licenses, permits and authorizations necessary for the intended operation, other than the basic licensing of the vehicles or other items specifically the responsibility of CITY.

11. Repossession. In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and

other assets; and CONTRACTOR shall reimburse CITY all expenses, including attorney's fees, incurred by CITY in effecting such repossession.

In the event a suit or action is instituted by CITY, or those claiming by, through or under it, to recover possession of the any CITY equipment, vehicles, or other assets, to collect damage or to enforce any right possessed by CITY under the terms thereof, CONTRACTOR agrees and promises to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

12. Other Equipment. CONTRACTOR is responsible for providing all equipment, including service charges if applicable, needed to complete performance of the Agreement, which are not otherwise provided by CITY.

13. Physical damage to the exterior or interior such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by the CONTRACTOR to the CITY, by either email and/or phone immediately and no later than 9am the next calendar day.

C. MAINTENANCE AND MAINTENANCE FACILITIES

1. General. CITY shall be responsible for maintenance facilities and maintenance of all CITY-provided equipment not specifically assigned to CONTRACTOR by CITY to be maintained, with the exception of the interior and exterior cleanliness of all fixed-route and paratransit vehicles. CONTRACTOR shall use due diligence maintaining the cleanliness of all equipment. CONTRACTOR is responsible for general housekeeping and security of equipment when in CONTRACTOR's possession. CONTRACTOR is financially responsible for correcting any damage and paying for related expenses caused by the negligent maintenance of equipment or vehicles by CONTRACTOR's personnel. CITY shall be responsible for making repair or replacement.

2. Right of Inspection by CITY. CITY shall have the right to inspect, at any time, all CITY-provided equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification by CITY, if the problem can be corrected within such time. If the situation is not correctable within 24 hours, then arrangements for correction shall have commenced within said period. CONTRACTOR is responsible for notifying CITY immediately of any maintenance safety violations for correction.

3. Corrections. If CONTRACTOR fails to correct a problem after receiving CITY notification, CITY may make, at its discretion, corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. CITY may deduct these charges from any amount due or that may become due to CONTRACTOR under Agreement.

CONTRACTOR will use due diligence to maintain CITY's vehicles in a clean, orderly, and safe manner and in accordance with CITY standards. CITY shall have the right to inspect at any and all times CITY-provided equipment to verify CONTRACTOR compliance with the foregoing. This provision shall also apply to any equipment, including leased equipment, used by CONTRACTOR for backup service.

4. Safety Inspections. CITY may request that the Motor Carrier Unit of the California Highway Patrol (CHP) annually prepare and submit to CITY a Safety Compliance Report (CHP-343). CONTRACTOR must attain satisfactory rating in the

driver records category of the Safety Compliance Report. CONTRACTOR must expeditiously correct any deficiencies noted on California Highway Patrol's report.

5. Interior & Exterior Cleaning and Maintenance. CONTRACTOR shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. CONTRACTOR shall supply all materials and supplies for this purpose. CITY shall approve all cleaning materials or supplies prior to their use. All gum, litter, newspapers, graffiti or other foreign materials shall be removed in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by CONTRACTOR to CITY at the time of observance.

6. Daily Servicing. All vehicles that have been in revenue service shall have the following items performed on a nightly basis:

- a. Floor Cleaning. Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
- b. Interior Vacuuming. Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the driver's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the driver's area and all other horizontal surfaces inside the vehicle.
- c. Trash Receptacle. Empty the trash receptacle located near the front of each vehicle.
- d. Accident Kit. Check to ensure the accident kit is properly attached in the driver's compartment. If the accident kit is missing, notify CITY immediately.
- e. Dusting. Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.
- f. Vandalism/Graffiti Inspection. Inspect the vehicle interior to assure that no seat damage or graffiti exists. Seats that are found damaged should be reported to the CITY at the time of observance. CONTRACTOR should remove graffiti at the time of observance. No vehicle shall be put into revenue service with visible graffiti without approval by the CITY.
- g. Seat Securement. Inspect individual seat inserts to assure proper securement to the seat frame. If seat is not secure report it to CITY at the time of observance.
- h. Lights. All lights including the high beams will be checked daily upon the morning startup.

- i. Wheelchair Lift. The wheelchair lift on each vehicle shall be cycled one complete cycle prior to departure from CITY's corporation yard each day. If the wheelchair lift fails to complete the cycle, the failure must be reported to CITY and the vehicle repaired or another one assigned.
- j. Vehicle Storage. All vehicles shall be stored at the CITY's Multi-modal Station (24 South Sacramento Street) and/or other locations as determined by CITY, when not in service. CITY shall determine where and how CONTRACTOR shall store vehicles. All doors, windows and safety hatches of vehicle shall be closed and secured.
- k. Obstacle Detection System sensors, if equipped, shall be cleaned daily.

7. Weekly Servicing. CONTRACTOR shall maintain a list of all vehicles. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or more often as directed by CITY. If a particular vehicle was not available for revenue servicing during any given week, CONTRACTOR shall so indicate on the list.

<u>Action</u>	<u>Frequency</u>
Wash Exterior of Vehicle	Once Weekly or More Often as Needed
Mop Floors	Once Weekly or More Often as Needed
Wash Wheels	Once Weekly or More Often as Needed
Clean Operator's Compartment	Once Weekly or More Often as Needed
Clean Inside Windows	Once Weekly or More Often as Needed
Clean Side Panels/Ceilings	Once Weekly or More Often as Needed
Clean Seat Frames/Backs	Once Weekly or More Often as Needed
Remove Graffiti	As Needed

- a. Mop Floors. Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Use of excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- b. Wash Wheels. Wheels shall be degreased and rinsed clean.
- c. Operators Compartment. Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operator's controls. Upon completion, the dashboard shall be treated with anti-static spray.

CAUTION: Do not spray anti-static spray on steering wheel or operator's seat.

- d. Remove Graffiti. Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall obtain approval of all graffiti removal materials prior to their use. No vehicle shall be allowed to begin its service day with graffiti visible.
- e. Windows. Using the cleaner approved for use only on windows, the interiors of all windows shall be sprayed, squeegeed clean and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.

8. Detailing. Each vehicle shall receive a thorough and exterior detailing following each 3,000-mile and/or monthly inspection. The detailing of these vehicles is to be completed within five (5) days of completion of the 3,000-mile and/or monthly inspection. CONTRACTOR shall provide CITY with a detailed report indicating which vehicles were detailed on a monthly basis. CONTRACTOR shall obtain the monthly preventative maintenance schedule used by CITY to develop detailing schedule. Each thorough detailing shall include the following:

- a. Wash exterior of the vehicle.
- b. Wash and polish wheels.
- c. Sweep and vacuum interior thoroughly. Remove gum and other substances that may be stuck to the floor, sidewalls, ceiling or seats.
- d. Remove any and all graffiti from interior and/or exterior of vehicle using CITY-approved graffiti remover.
- e. Remove any and all foreign materials from the seats and other interior areas of the vehicle and clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner, aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Squeegee and dry all windows. Do not use a water hose in the interior of the vehicle.
- f. Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace seats.
- g. Clean interior of dome lights as necessary.
- h. Apply protective coating to bumpers, dashboard, rubber fender walls and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.

9. Records. CONTRACTOR shall submit proposed Daily Vehicle Reports, Checklists and Inspection Report and any other applicable reports to the CITY for approval prior to the service start-up date.

D. MARKETING AND PUBLIC RELATIONS PROGRAM

1. Marketing Organization. During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with CITY and other parties.

2. Marketing Identity. CITY shall determine the identity and approve all marketing material. CONTRACTOR shall not distribute any materials that can be directly or indirectly associated with CITY or the fixed-route or paratransit services identified in Agreement, without the written approval of CITY.

All printed, audio, or visual materials dealing with fares, paratransit schedule(s)/pickup policies, promotional activities, public relations or other marketing communications materials distributed on board any vehicle must be approved by CITY. From time to time, CITY will supply CONTRACTOR with marketing materials for distribution on the vehicles. CONTRACTOR shall distribute such materials on the vehicles when asked to do so by CITY.

3. Media Referrals. CONTRACTOR shall refer all media requests for information on the fixed-route or paratransit services identified in Agreement to CITY. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the Agreement, without the written permission of the CITY.

4. Telephone Information. During the term of Agreement, CONTRACTOR shall provide live and/or automated telephone information to the satisfaction of the CITY. If CONTRACTOR elects to use an automated answering system, said system shall have the capability for callers to leave a message for trip reservations, information requests, reporting complaints, etc., and be approved by the CITY before use. The automated system shall also provide callers with the capability to switch to a live person during regular business hours, Monday through Saturday.

Telephone information lines shall be answered "Good Morning (afternoon or evening), Transit Information, (first name of answerer) speaking, How may I help You?"

5. On-Board Notices. CONTRACTOR shall post CITY-provided and approved notices as directed by CITY.

6. Schedules, Brochures, Maps, Etc. The CONTRACTOR shall be responsible for designing, maintaining, printing and updating all printed material (e.g. time schedules, brochures, maps, flyers, etc.), for use and/or distribution to the public with prior written approval from the CITY and to the satisfaction of the CITY. CONTRACTOR shall also be responsible for distributing materials to passengers, agencies, outlets, and on the vehicles, by mail or other means as directed by CITY.

7. Passenger Surveys. CONTRACTOR shall, when requested by CITY, distribute surveys to passengers, and/or otherwise provide reasonable assistance in CITY's monitoring and marketing activities.

8. On-vehicle Advertising and Postings. CONTRACTOR shall not post or otherwise distribute any materials on the vehicles unless specifically requested by CITY and CITY shall approve all materials prior to their distribution. Any revenue from posting or other distribution shall be CITY's.

E. ADMINISTRATION, REPORTS, ACCOUNTING, AND AUDITS

1. Administration. CONTRACTOR shall employ adequate executive, administrative, supervisory, operational, and maintenance personnel.

2. Reports. CONTRACTOR shall provide CITY the following reports, based upon the identified schedule and in a form and format prescribed by CITY:

- a. Daily Driver Log Summary. Daily written summary of all fixed-route and paratransit activity by program or mode based upon daily passenger count logs. CONTRACTOR shall provide reports no later than three business days following the date of service.
- b. Daily Status and Passenger Complaint Report. Daily written status report includes driver check-in/first departure log and describes anything out of the ordinary for that particular operating day, including any passenger complaints. CONTRACTOR shall file report daily by electronic facsimile (FAX) at end of each operating day.
- c. Daily Operational Report. Contractor shall provide written report no later than the third (3rd) business day following the end of the reporting period (for example – Monday's daily report would be due on Thursday). The report shall be developed using the latest version (or other versions as determined by CITY) of the computerized spreadsheet software called "Excel" and shall be provided in print and electronic formats. The electronic copy may be sent via the internet, if approved by CITY.
- d. Monthly Summary Report. CONTRACTOR shall provide written report no later than the fifth (5th) business day of the month following the end of the reporting period. The report shall be developed using the latest version (or other versions as determined by CITY) of the computerized spreadsheet software called "Excel" and shall be provided in print and electronic formats. The electronic copy may be sent via the internet, if approved by CITY.
- e. Inventory of Schedules/Transfers. CONTRACTOR shall provide a written monthly inventory of all schedules, brochures, transfers, and other marketing materials by the third (5th) business day of each month.
- f. Fare Revenue. CONTRACTOR shall document all fares received and deposited in bank of CITY's designation, using CITY-approved process. CONTRACTOR shall deposit fares and provide written report by electronic facsimile (FAX) or e-mail no later than one business day following the date of service.
- g. Gate Key/Fuel Card Inventory Report. CONTRACTOR shall maintain an up-to-date written Gate Key/Fuel Card Inventory Report consisting of gate key and fuel card assignments by employee. The Gate Key Inventory Report shall be provided to

the CITY whenever there is a change in employee key assignments.

- h. Other Reports. CONTRACTOR shall provide other written reports (i.e., daily departure logs, unusual incident summaries, etc.) as defined by CITY. CONTRACTOR shall provide reports on a daily basis.
- i. Dissemination of Data. CONTRACTOR shall not disseminate ridership, farebox, or other data or information to any party without prior written approval from CITY or as required by law.

3. Accounting Practices. During the term of Agreement, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in Agreement consistent with Generally Accepted Accounting Principles, and in CITY-approved format.

4. Compliance with Regulatory Agency Requirements. Services provided under Agreement shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, if applicable.

F. Service Quality Standards

In an effort to ensure that the CONTRACTOR provides the CITY with acceptably high quality service throughout the contract period, the CITY has established a set of minimum standards that the CONTRACTOR will be expected to meet. Should the CONTRACTOR's performance fall below established standards on any of these measures, the CITY may, at its sole discretion, implement or discontinue all or part of the program of incentives and/or assessments described in Section E, "Assessments and Incentives", of this document.

The assessments and/or incentives program will be invoked when, in the judgment of the CITY, it is necessary to take action, short of terminating the Contract, to correct inadequate performance by the CONTRACTOR. The intent of the Program's standards is to clearly communicate the CITY's expectations to the CONTRACTOR. The program of assessments is designed to fairly compensate the CITY when the CONTRACTOR fails to provide service meeting minimum expectations. The incentives program is designed to reward the CONTRACTOR for delivering performance, which demonstrates a commendable level of effort, care or skill. The incentives program is also intended to provide motivation for continuing improvement in the CONTRACTOR's service delivery if identified problems have been corrected.

The financial structure of the assessments and incentives program will remain unchanged throughout the remainder of the Contract, however, the standards which define acceptable limits are subject to annual revision by mutual consent of the CITY and CONTRACTOR.

Vehicles and Maintenance

1. *Miles between preventable road calls which cause delays in excess of 10 minutes* shall not fall below 15,000 in-service miles for City of Lodi Transit Services. A "preventable road call" is defined as any occasion

when the road call could have been prevented by due diligence or proper applications of established procedures, or any occasion that unnecessarily involves City Maintenance staff to respond to a non-mechanical road call, that significantly delays or terminates a scheduled run. The CITY will exempt road calls caused by mechanical failures, manufacture defects or warranty items.

2. *Wheelchair Lift Failures.* Wheelchair lifts shall be cycled once each day prior to in-service use. Lift failures shall be reported to dispatch and reported to the CITY in the following Monthly Management Report. Lift failures shall not delay a passenger's trip more than one hour. Manual operation of the lift is considered a failure.
3. *Safety Inspection Reports.* Must achieve a satisfactory rating in all categories of annual California Highway Patrol (CHP) compliance report or spot check.

On-Time Performance

4. *On-Time Departures.* It is the goal of the CITY that buses shall depart no more than 5 minutes late from any scheduled stop or dial-a-ride (ADA or General Public Dial-A-Ride) pick up window time and shall not leave any point prior to the scheduled departure time. The CONTRACTOR shall strive to see that a minimum of 95% of all departures from published or scheduled time points meet these criteria. Periods to be exempted from monitoring will be negotiated between the CITY and the CONTRACTOR.
5. *Operating Ahead of Schedule (HOT) - Fixed Route Services.* No bus shall leave any time prior to its scheduled departure time.
6. *Missed Trips.* The CONTRACTOR shall, at a minimum, complete 100% of all scheduled trips. In the event of an in-service breakdown, driver's absence or other related problem, the CONTRACTOR shall provide adequate means to dispatch vehicles in such a fashion as not to miss subsequently scheduled trips. Any fixed route trip operating 20 minutes or more behind the scheduled time shall be considered a *Missed Trip*. Any demand response vehicle that is more than 30 minutes late for a pickup period shall be considered a *Missed Trip*. Periods to be exempted from monitoring will be negotiated between the CITY and CONTRACTOR.
7. CONTRACTOR shall not fail to pick-up any passenger once a pickup time has been scheduled for them (unless it is the fault of the rider).

Productivity

8. *Dial-A-Ride (DAR) and VineLine Productivity* shall not fall below 3.0 passenger trips per service hour for two consecutive months and shall not drop below 2.25 passenger trips in any single month. The CONTRACTOR is expected to maintain an overall average above 2.5 passengers per hour and anything above 2.75 passengers per hour is considered a preferred level of productivity.

9. *Dial-A-Ride (DAR) Americans with Disabilities (ADA) Denials.* The goal of the CITY is to have zero ADA denials.
10. *Subscription/Periodic Rate* for ADA service or General Public Dial-A-Ride shall not exceed beyond 50% of any service hour.

Reporting Requirements

11. *Monthly Management Reports* shall be provided in accordance with Section E, 2. of this Scope of Work. All monthly reports and operating statistics from the CONTRACTOR shall be checked for accuracy before they are presented to the CITY.
12. *Accident & Incident Reporting.* In addition to the reports mentioned in Section E above, CONTRACTOR shall develop, implement and maintain procedures to respond to emergencies and routine problems which from time to time occur in the course of providing transit service. The CITY will be immediately notified, whenever practical, any time an emergency situation occurs. Such occurrences to be addressed include passenger disturbances, passenger injuries, and vehicle accidents. CONTRACTOR shall interview the driver involved to ensure the clarity, accuracy and comprehensiveness of the report. The CONTRACTOR shall provide copies of all incident and accident reports to the CITY within two business days of the occurrence.

Accidents

13. *Preventable Accidents (Systemwide).* The total vehicle miles between preventable accidents shall be greater than 50,000 miles. This standard shall be measured quarterly.

Customer Service

14. *Valid Complaints (Systemwide).* The total number of valid, non-mechanical complaints shall not exceed 10 per month.
15. *Call Hold Times; Dropped/Abandoned calls.* Average call hold times shall not exceed 10 minutes measured daily and less than 2% of calls weekly shall be dropped/abandoned.

G. ASSESSMENTS FOR NON-COMPLIANCE

1. In this Sections G. and H., an “occurrence” is the action of violation whereas “incident” is the recordation of the violation.
2. CONTRACTOR shall be assessed by the CITY a total of \$50.00 per occurrence for any of the following:
 - a. CONTRACTOR personnel operating a revenue vehicle in revenue service without interior lights on in the vehicle.
 - b. The replacement of gate key or fuel card lost by CONTRACTOR personnel.

- C. Vehicle keys left unsecured (not returned to the designated secured place) or not in possession of CONTRACTOR personnel.
- e. Failure of CONTRACTOR personnel to properly store wheelchair securements after each use.
- f. Failure of CONTRACTOR personnel to replace wheelchair lift cover while lift is not in use.
- g. Failure of CONTRACTOR personnel to close windows of CITY vehicle at the end of each operating day.

3. CONTRACTOR shall be assessed by the CITY a total of \$100.00 per occurrence for any of the following:

- a. Non-compliance with vehicle appearance and cleanliness standard.
- b. CONTRACTOR personnel not following general rules as listed in Section K of this Scope of Work (e.g., smoking, eating, drinking, playing music on vehicle, possession of pager, cellular phone, or any other communication device, etc.)
- c. CONTRACTOR personnel out-of-uniform including unapproved attire, unkempt appearance (e.g., shirt un-tucked, dirty uniform, etc.).
- d. CONTRACTOR personnel not checking and cleaning vehicle at the end of each scheduled service day, as required in this Agreement.
- e. CONTRACTOR personnel failure to remove transfers from unattended vehicle at the end of a shift or break, or at the end of a service day.
- f. CONTRACTOR personnel deviating from established route alignment as defined by CITY.
- g. Failure of CONTRACTOR personnel to contact dispatch prior to engaging the rear gear of a revenue vehicle.
- h. Failure of any fixed-route vehicle to depart any timed service point (i.e., bus stop) of each operating day on-time/unless delayed by circumstances beyond control of CONTRACTOR.

4. CONTRACTOR shall be assessed by the CITY a total of \$200.00 per occurrence for any of the following:

- a. Failure of CONTRACTOR to adhere to posted speed limit, and/or any action that results in the issuance of a moving violation by a law enforcement agency.

- b. Failure of CONTRACTOR to adhere to traffic control devices (i.e., stop signs, traffic signals, etc.) which results in a moving violation and the issuance of a citation by a law enforcement agency, or the violation is reported by City management staff (i.e. City Manager, Transportation Manager, Transportation Planner, etc).
- c. Failure of CONTRACTOR to open Transit lobby during established business/operating hours.
- d. Failure of CONTRACTOR to complete Daily Vehicle Inspection (DVI) report each time operator takes possession and releases control of the vehicle (i.e., start of day at yard, change of operators at shift change, etc.) All operators are required to inspect vehicle and complete DVI report prior to and after operating vehicle.
- e. Failure of CONTRACTOR personnel to report to City staff any new damage to CITY vehicles. Note: Recording damage on the DVI does not constitute reporting damage to the CITY. The damage must be reported to the Vehicle Maintenance Manager and Transportation Planner, by phone or email.
- f. CONTRACTOR personnel making unscheduled stops (i.e., stopping to make personal phone calls, speak to friends, purchase food items, etc.) while in revenue service, even if on-route.
- g. Failure of CONTRACTOR personnel to notify dispatch when unable to board or alight person with disabilities/mobility-impaired (i.e., person in wheelchair, etc.) at fixed-route bus stop.
- h. Failure of CONTRACTOR personnel to notify CITY of any accident or incident, as defined under the terms of this Agreement, within 15 minutes of CONTRACTOR personnel being made aware of accident or incident.

5. CONTRACTOR shall be assessed by the CITY a total of \$500.00 per occurrence for any of the following:

- a. Failure of CONTRACTOR to maintain sufficient fuel in vehicle. All other costs in moving the vehicle shall be the responsibility of the CONTRACTOR.

6. CONTRACTOR shall be assessed by the CITY a total of \$4,500.00 per occurrence for the following:

- a. Any instance resulting in the detachment of the fueling hose, nozzle and/or damage to the fueling dispenser or fueling system.

H. ASSESSMENTS & INCENTIVES FOR PERFORMANCE

The following program of assessments and incentives includes measures considered most important to the CITY in maintaining high quality of service.

From the nature of the services to be rendered, it is extremely difficult to fix actual damages which may result from failure on the part of the CONTRACTOR to perform any of its obligations as outlined in this Scope of Work. Assessments that are proposed as part of this program reflect that the program will only be implemented in the event of substandard performance by the CONTRACTOR. The program will not be invoked unless CONTRACTOR fails to meet expectations outlined in Section F, "Service Quality Standards", of this document. The amounts assigned to assessments are set at levels considered necessary to protect the interests of the CITY should the CONTRACTOR perform below expectations. The incentives proposed are intended to provide motivation to the CONTRACTOR to perform beyond minimum expectations of the CITY.

Vehicles and Maintenance

1. Miles between Preventable Road Calls

Standard: Fifteen Thousand (15,000) in-service miles between preventable road calls per month which cause delays in excess of 10 minutes.

Assessments/Incentive: Assessments of Three Hundred (\$300) dollars for any month in which average miles between preventable road calls fails below 15,000 miles may be assessed in addition to billing actual staff time (current shop rate which could include overtime charges). A bonus of one hundred fifty (\$150) dollars may be granted if average miles between preventable road calls exceed 35,000 miles per month. Repeated failure of CONTRACTOR to properly train staff to address situations causes undue burden on CITY Maintenance staff and results in unnecessary charges and may result in termination of the Contract.

Monitoring: Monthly report, dispatch logs and/or evaluation of bus maintenance records.

2. Wheelchair Lift In-Service Failure and Passenger Accommodation

Standard: Wheelchair lifts shall be cycled once each day prior to in-service use. Lift failures shall be reported to dispatch and CITY Maintenance immediately then reported to the CITY in the following Monthly Management Report. Lift failures shall not delay a passenger's trip more than one hour. The CONTRACTOR shall examine service frequency to determine the most efficient and timely alternative transportation available to the passenger(s). Manual operation of lift is considered a failure and should also be reported to the CITY.

Assessments: One Hundred fifty (\$150) dollars in assessments may be assessed if a lift failure occurs due to operator negligence. Three Hundred (\$300) dollars in assessments may be assessed per incident for failure to report an inoperable lift to Maintenance that results in a known lift failure being put on route. Failure to provide a wheelchair passenger with an alternative means of transportation within one hour

of failure may result in Seven Hundred Fifty (\$750) dollars in assessments per incident.

Monitoring: The monthly management report shall list all in-service wheelchair lift failures that occur each month. All such failures shall be listed including date, time, route, vehicle and location. Detail shall be given on the alternative transportation provided to the passenger(s) and the length of time the passengers' transportation was delayed.

3. Safety Inspection Reports

Standard: Must achieve a satisfactory rating in any category of the annual California Highway Patrol safety compliance report or any spot check. Copies of all CHP reports regarding CITY transit vehicles must be provided to the CITY Vehicle Maintenance Manager within 2 business days of CONTRACTOR's receipt of the report by the CHP.

Assessments: Assessments may be assessed at the rate of Five Hundred (\$500) dollars per occurrence, per vehicle, if a satisfactory rating is not received. Assessments may be assessed at the rate of fifty dollars (\$50) per occurrence if copies of CHP reports are not provided to the CITY within the above time period.

Monitoring: CHP Compliance reports.

On-Time Performance

4. On-Time Departures

Standard: It is the goal of the CITY that buses shall depart no more than five (5) minutes late from any scheduled stop or dial-a-ride pick up window time period and shall not leave any point prior to the scheduled departure time. The CONTRACTOR shall strive to see that a minimum of 95% of all departures from published or scheduled time points meet this criteria. Periods to be exempted from monitoring, such as during severe winter storms, traffic accidents, etc will be negotiated between the CITY and the CONTRACTOR on an as needed basis.

Assessments/Incentives: If the average percentage of on-time departures falls at or below 90%, assessments of Three Hundred (\$300) dollars per month may be assessed. If the average falls below 85%, assessments of Five Hundred (\$500) dollars may be assessed. If on-time performance is above 98% or above for the combined service for three consecutive months, a bonus of One Hundred Fifty (\$150) dollars may be granted.

Monitoring: The CITY will use monthly reports, vehicle tracking logs, random field observations, radio checks and road supervision to monitor departures of scheduled trips.

5. Operating Ahead of Schedule (HOT) - Fixed Route

Standard: No bus shall leave any time point prior to its scheduled departure time.

Assessments: Assessments of One Hundred Fifty (\$150) dollars per incident may be assessed when a vehicle in revenue service is determined by the CITY to have left a scheduled time point prior to its scheduled departure time.

Monitoring: The CITY will use random field observations, and valid customer input to monitor HOT trips.

6. Missed Trips

Standard: The CONTRACTOR shall, at a minimum, complete 100% of all scheduled trips on a monthly basis. In the event of an in-service breakdown, driver's absence or other related problem, the CONTRACTOR shall provide adequate means to dispatch vehicles in such a fashion as not to miss subsequently scheduled trips. Any fixed route trip operating 20 minutes or more behind the scheduled time shall be considered a "missed trip". Any dial-a-ride vehicle which is more than 30 minutes late for a pick-up period shall be considered a "missed trip". Periods to be exempted from monitoring will be negotiated between the CITY and CONTRACTOR.

Assessments/Incentive: Two Hundred (\$200) dollars in assessments may be assessed for each Missed Trip.

Monitoring: The monthly management report, vehicle tracking logs, dispatch records and the CITY's random field observations will be used to monitor missed trips.

7. Failure to pick-up a rider for any reserved Dial-a-Ride trip (unless failure is the fault of the rider)

Standard: CONTRACTOR shall not fail to pick-up any passenger once a pickup time has been scheduled for them (unless it is the fault of the rider).

Assessments: Assessments of Five Hundred (\$500) dollars per occurrence may be levied for a passenger whom CONTRACTOR fails to pick up. All missed passengers are subject to discussion between the CITY and CONTRACTOR.

Monitoring: Dispatch records, vehicle tracking logs, Computer Added Dispatch records, random field observations and valid customer complaints.

Productivity

8. Dial-a-Ride Productivity

Standard: Dial-A-Ride productivity shall not fall below 2.15 passenger trips per service hour for two consecutive months and shall not drop below 2.0 passengers in any single month. The CONTRACTOR is expected to maintain overall average above 2.25 passengers per hour, and anything above 2.5 passengers per hour is considered a preferred level of productivity.

Assessments/Incentives: Assessments of Five Hundred (\$500) dollars per month may be levied if Dial-A-Ride productivity falls below 2.15 passenger trips per hour for two or more consecutive months, or 2.0 passengers per hour in a single month. A bonus of One Hundred (\$100) dollars per month may be given if productivity exceeds 2.25 passengers per hour in any single month or 2.5 passengers per hour for 2 consecutive months or more.

Monitoring: CONTRACTOR's monthly management reports.

Reporting Requirements

9. Monthly Summary Report Shall Be Provided in Accordance with Section E, 2. of the Project Scope of Work

Standard: All monthly reports and operating statistics from the CONTRACTOR shall be submitted within five (5) business days of the end of each month and checked for accuracy before they are presented to the CITY.

Assessments: If reported operating statistics are found to be incorrect by the CITY, assessments of One Hundred (\$100) dollars may be assessed for each error, up to a maximum of One Thousand (\$1,000) dollars per month. If reported financial information is found to be incorrect by the CITY, assessments of Three Hundred (\$300) dollars may be assessed for each error, up to a maximum of Fifteen Hundred (\$1,500) dollars per month. If additional errors, missing information or backup documentation, other than those identified above, are found by the CITY in the CONTRACTOR's Monthly Management Reports, assessments of One Hundred (\$100) dollars may be assessed for each occurrence, up to a maximum of One Thousand (\$1,000) dollars per month.

Monitoring: CITY staff will perform checks of monthly reports. Statistics on missed trips, "hot" routes, late trips and other route related problems will be checked by random field observations and remote sensing.

Note: In the event of omissions from, or falsification of operating statistics used to monitor standards used in the

assessments/incentives program, Contract is subject to immediate termination.

10. Daily Operational Report, Shall Be Provided in Accordance with Section E, 2. of the Project Scope of Work

Standard: All daily reports and operating statistics from the CONTRACTOR shall be submitted within three (3) business days of the end of each month and checked for accuracy before they are presented to the CITY.

Assessments: If reported operating statistics are found to be incorrect by the CITY, assessments of Fifty (\$50) dollars may be assessed for each error, up to a maximum of Five Hundred (\$500) dollars per month. If reported financial information is found to be incorrect by the CITY, assessments of Three Hundred (\$300) dollars may be assessed for each error, up to a maximum of Fifteen Hundred (\$1,500) dollars per month. If additional errors, missing information or backup documentation, other than those identified above, are found by the CITY in the CONTRACTOR's Daily Operational Reports, assessments of Fifty (\$50) dollars may be assessed for each occurrence, up to a maximum of Five Hundred (\$500) dollars per month.

Monitoring: CITY staff will perform checks of monthly reports. Statistics on missed trips, "hot" routes, late trips and other route related problems will be checked by random field observations and remote sensing.

Note: In the event of omissions from, or falsification of operating statistics used to monitor standards used in the assessments/incentives program, Contract is subject to immediate termination.

11. Accident and Incident Reporting

Standard: In addition to the above mentioned reports, the CONTRACTOR shall develop, implement and maintain formal procedures to respond to emergencies and routine problems which from time to time occur in the course of providing transit service. The CITY will be immediately notified, whenever practical, any time an emergency situation occurs. Such occurrences to be addressed include, but are not limited to, passenger disturbances, passenger injuries, and vehicle accidents. The CONTRACTOR shall interview the driver involved to ensure the clarity, accuracy and comprehensiveness of the report. The CONTRACTOR shall provide copies of all incident and accident reports to the CITY within three business days of the occurrence, including pictures of the damage and general conditions, if applicable.

Assessments: Assessments of Three Hundred (\$300) dollars may be assessed per occurrence of failure to notify the CITY of injury accidents within 24 hours or property damage and disturbances within 48 hours of occurrence. Assessments of Two Hundred (\$200) dollars

may be assessed per occurrence of failure to submit pictures with an accident/incident intake form within three (3) business days of accident/incident. Assessments of One Hundred (\$100) dollars may be assessed per occurrence of failure to submit an accident/incident intake form within one hour of accident/incident.

Accidents

12. Preventable Accidents - Systemwide

Standard: The total vehicle miles between preventable accidents shall be greater than 50,000 miles. This standard shall be measured quarterly.

Assessments/Incentive: If total vehicle miles between preventable accidents falls below 50,000 in one quarter, assessments of Fifteen Hundred (\$1,500) dollars per quarter may be assessed. If CONTRACTOR averages more than 100,000 miles between preventable accidents, in two or more consecutive quarters, a bonus of Two Hundred Fifty (\$250) dollars may be given per quarter.

Monitoring: Monthly Reports, accident reports and information from the Department of Motor Vehicles.

Customer Service

13. Valid Complaints - Systemwide

Standard: The total number of valid, non-mechanical complaints shall not exceed 10 per month.

Assessments/Incentive: Assessments in the amount of Twenty Five (\$25) dollars may be assessed per complaint over the allotted number of valid, non-mechanical complaints. If the number of non-mechanical, valid complaints remains under 10 per month for two consecutive months, a bonus of One Hundred (\$100) dollars may be given.

Monitoring: CITY staff will perform checks of electronic complaint system.

14. Call Hold Times; Dropped/Abandoned Calls

Standard: *Call hold times; dropped/abandoned calls.* Average call hold times shall not exceed 10 minutes measured daily and less than 2% of calls weekly shall be dropped/abandoned.

Assessments/Incentive: Assessments in the amount of One Hundred (\$100) dollars may be assessed each day call hold times average greater than 10 minutes. Assessments in the amount of Fifty (\$50) dollars may be assessed per percentage of dropped/abandoned calls.

Monitoring: CITY staff will perform random checks and monitor via electronic phone records.

I. CHANGES TO LEVEL OF SERVICE

1. **Baseline Service Level.** The "baseline service level" is the amount of service, approximately 50,000 vehicle hours of service annually during the initial term of the Agreement (July 1, 2008 through June 30, 2012). CITY may increase, decrease, or otherwise change the service to be provided. Changes to service levels are provided as follows:

- a. **Emergency Adjustments.** Temporary emergency adjustments in service may be initiated either by CITY or CONTRACTOR only in the event of an emergency or circumstance which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. CITY shall specify steps to be taken by CONTRACTOR to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR. In making temporary emergency adjustments, should CONTRACTOR incur added expenses beyond those compensated under the primary terms of Agreement, CITY and CONTRACTOR shall negotiate a fair and equitable adjustment in compensation for service.

- b. **Non-Substantial Changes in Service Level.** CITY may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice shall specify the change(s) requested and the effective date(s).
- c. CONTRACTOR shall be allowed thirty (30) days to implement non-substantial changes, however, CITY shall endeavor to provide CONTRACTOR with earlier notice whenever possible. City may from time-to-time, request very minor miscellaneous transit (i.e., tour of City for new CITY employees, group of seniors wish to go on a field trip, etc.) and endeavor to provide one (1) week notice, however, at times, notice may be shorter.

2. **Substantial Changes in Service Level.** Definition: Any proposed change in the service level shall be deemed "substantial" if such results in one or more of the following conditions:

- a. An increase of 15% or more in revenue vehicle service hours, as computed from the baseline service level.
- b. A decrease of 15% or more in total revenue vehicle service hours as computed from the base line service level.
- c. The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 15% above or 15% below, the established baseline service level.

- d. CONTRACTOR shall be given no less than thirty (30) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.
- e. CONTRACTOR shall be compensated following any substantial change to the service level according to the "City-Accepted Price Proposal" (as will be included in the Agreement for the Provision of Fixed-Route and Paratransit Services).

3. Changes in Subsidiary Duties. CITY may request change in CONTRACTOR reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in change to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR costs or in the time required for performance, CONTRACTOR shall notify CITY within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR total costs to perform Agreement caused by the change in question.

J. EMPLOYEE QUALIFICATIONS & TRAINING PROGRAM

1. Employee Qualifications. The following minimum qualifications will be required of those persons employed in the fixed-route and paratransit services:

- a. Driver Instructors:
 - i) Valid Class "B" or School Bus Drivers License.
 - ii) Valid Medical Certificate and passage of pre-employment drug test.
 - iii) One year recent experience in public transit or school bus driving or one year recent experience as public transit or school bus training instructor; Valid instructor training certificate consistent with "Train-the-trainer" or other formal training program recognized by the State of California as having met State requirements.
- b. Vehicle Drivers:
 - i) Valid California Class "B" or school bus driving license.
 - ii) Safe driving record.
 - iii) Valid Medical Certificate and passage of pre-employment drug test.
 - iv) Minimum of three years of recent experience safely driving a motor vehicle with a valid license.

- v) Completion of CONTRACTOR driver training program.
- c. Dispatchers:
 - i) Six (6) months recent experience as a fixed-route or paratransit driver.
 - ii) Completion of the driver-training program. (Compliance with Section b. above.)
 - iii) Completion of CONTRACTOR's Customer Service Skills course.

2. Criminal History Background Checks. CONTRACTOR shall coordinate with the CITY to ensure that all safety sensitive personnel as identified in the CONTRACT complete a Criminal History Background check. CITY shall make available to the CONTRACTOR locations for fingerprinting by the CITY. Upon receipt of the reports, CITY shall review the results and forward to CONTRACTOR a list of all employees and whether they were a pass or fail. Anyone failing the criminal history background check shall not be eligible to work under contract to the CITY.

3. Driver Training. CONTRACTOR shall provide training for all personnel employed through this agreement. It is the sole responsibility of CONTRACTOR to ensure that all drivers are fully knowledgeable of their duties and responsibilities and can operate a fixed-route or paratransit vehicle in a safe manner. It is also the CONTRACTOR's responsibility to provide additional training if the training requirements specified by the CITY are insufficient. At a minimum, training shall comply with the following requirements:

- a. Class "C" drivers, first-time Class "B" drivers and "B"/school bus drivers who have not had prior public transit/school bus training and at least nine (9) months actual transit/school bus driving experience over the previous two (2) years;
 - i) Acquisition of a valid Class "B" (or school bus driver's) license and Medical Certificate.
 - ii) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, driver notices, vehicle components, bike rack use, radio procedures, vehicle inspection, pick-up lists and schedules, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and empathy.
 - iii) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, handicapped passenger handling, operation of lift with/without power, loading/tying down procedures and emergency procedures.

- iv) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service.
 - v) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
 - vi) Completion of driving at least two days before being allowed to drive in service unsupervised.
- b. Class "B"/school bus drivers (with a medical certificate) who have had at least nine (9) months' public transit or school bus driving experience over the previous two years, as well as proof of training and good references.
- i) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, driver notices, vehicle components, bike rack use, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and passenger empathy.
 - ii) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components handicapped passenger handling, operation of lift with/without power, loading/tying down procedures, and emergency procedures.
 - iii) Minimum eight (8) hours individual behind-the-wheel instruction from qualified driving instructor while out of service.
 - iv) Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
 - v) Completion of driving all routes at least twice before being allowed to drive unsupervised.

4. Additional training required for all drivers regardless of experience:

- i) Written Route Knowledge Test. No driver shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of his or her assigned route.
- ii) Written Fare Structure Test. No driver shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of the system fare structure and fare instruments.

- iii) Vehicle-type Training. No driver shall be allowed to operate equipment until he has been trained and signed off by qualified instructor as to his or her successful attainment of the skills necessary to properly operate the vehicle type to which he or she has been assigned.
- iv) Minimum two (2) hours safety/ongoing training every two months for every driver employed. CONTRACTOR to present proposed meeting agenda for CITY's approval prior to each session.
- v) Driver Evaluations. Each driver employed shall be evaluated by a qualified instructor at least once every six (6) months, including in-service evaluation and license and medical certificate checks.
- vi) Accidents. Whenever a driver is involved in a preventable accident and whenever a driver is involved in two or more non-preventable accidents in any twelve-month period, CONTRACTOR qualified instructor shall ride with that driver and perform an evaluation and retraining, if necessary.
- vii) Driver Safety Award. CONTRACTOR shall institute a driver safety award program (to be approved by CITY) to be conducted at least once every six (6) months, including the provision of safe driving badges and the preparation of press releases.
- viii) CONTRACTOR shall comply with State of California training requirements, including Verification of Transit Training and other required certifications.

5. Driver Uniforms Dress Code, Appearance & Courtesy. CONTRACTOR shall provide and maintain clean, identical uniforms, to be approved by CITY for all drivers and shall enforce an appearance code, also subject to approval by CITY.

- a. At a minimum, uniform requirements shall include the following for all drivers:
 - i) Clean, identical, solid color permanent press, button-down shirts.
 - ii) Clean, identical, solid color jackets for all drivers for use during cold or rainy weather.
 - iii) Clean, identical, professionally made, clip-on company/employee identification tags.
- b. CONTRACTOR shall also strictly enforce the following dress and appearance requirements:

- i) Males: Clean, dark, solid color, full-length pants or trousers; clean, dark, matching socks; and clean, dark, solid-color shoes for all male drivers.
 - ii) Females: Clean, dark, solid color, full-length pants/trousers, and clean, dark, solid-color shoes for all female drivers.
 - iii) All drivers operating in revenue service shall comply with uniform and dress requirements and shall be clean and well groomed.
- c. CONTRACTOR shall supervise all drivers to ensure that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately.

6. Employee Work Rules. CONTRACTOR shall enforce the following employee rules, subject to modification by CITY:

- a. Uniforms:
 - i) Must be complete and worn at all times when on duty.
 - ii) Shall be clean and presentable at all times.
 - iii) Uniform designs, colors and ID tags subject to CITY approval.
- b. Gratuities/Fares:
 - i) Gratuities shall not be accepted.
 - ii) All cash shall go into farebox without being handled by the driver. Driver shall collect fares consistent with the most recent fare structure adopted by CITY.
- c. Knowledge of Services/Fare Structure:
 - i) Drivers shall have a thorough knowledge of the service and fare structure prior to driving for that service unsupervised.
 - ii) Drivers shall also have a basic knowledge of transfer locations with connecting systems and knowledge of connecting systems.

K. GENERAL RULES

1. No employee will be permitted to smoke within twenty (20) feet of a bus or bus stop; eat, drink or employ any device that plays music or amplifies sound aboard buses at any time, nor be in the possession of or use cellular telephones, pagers, or other communication devices.

2. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.

3. While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.

4. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.

5. All employees are responsible for reporting immediately any defects a vehicle may have. Drivers shall conduct a "walk around" pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a "daily vehicle inspection" sheet. Drivers shall have CONTRACTOR supervisor personnel resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.

6. Employees may use vehicles only in accordance with their assigned duties.

7. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.

8. No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.

9. No item longer than five (5) feet shall be allowed on the vehicle.

10. No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by the CITY.

11. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, CITY supervisory personnel, the CITY's Insurance Carrier or other person(s) involved in the accident as required by law.

12. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the driver, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.

13. No vehicle shall stop at an unsafe location. Whenever practical, paratransit stops shall be made at a curb.

14. Backing of a vehicle is prohibited unless specifically authorized by dispatch. Drivers must request the option to back a vehicle from dispatch prior to beginning the backing movement.

15. No vehicle shall be operated when its condition is unsafe or uncertain.

16. No driver shall operate the wheelchair lift

a. Until he has received the mandated training; and

- b. If there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.

17. Drivers shall utilize the farebox system properly, recording ridership data in the format required by CITY.

18. Drivers shall not be allowed to leave their vehicle unattended when passengers are on-board, except when needing to use a restroom, and the transmission is placed in park, the parking brake is set and the engine is turned off. Drivers shall take the key with them when disembarking the vehicle. Doors on unattended vehicles shall be kept closed and locked at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended.

19. Paratransit drivers shall provide "hands-on" assistance to disabled riders for boarding and unloading purposes if requested by passenger or passenger aide.

20. Door-to-Door service shall be provided to any General Public Dial-A-Ride or ADA Paratransit passenger upon request.

20. No vehicle shall be fueled while passengers are on-board.

21. Drivers shall not be allowed to keep cellular phones, pagers or other electronic paging or communication devices on their person, or in the vehicle while in revenue service, and contact from third parties shall be allowed only through dispatch and no direct contact by drivers shall be permitted.

Appendix B

Federal Clauses and Other Requirements

1. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

2. Access to Records

Upon request, CONTRACTOR agrees to permit, and require its SUBCONTRACTORS to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its SUBCONTRACTORS pertaining to the Agreement.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case CONTRACTOR agrees to maintain same until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

3. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (13 dated October 2006)) (the Master Agreement), between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR failure to so comply shall constitute a material breach of this contract.

4. No Obligation by the Federal Government.

(a) The City of Lodi and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Lodi, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

5. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

6. Civil Rights

The following requirements apply to the contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the performance of the Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Access to records

The following access to records requirements apply to this Agreement:

(a) The Comptroller General of the United States or any of his or her authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his or her authorized representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all

such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).

(c) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

FTA does not require the inclusion of these requirements in subcontracts.

8. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

(a) The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

9. Incorporation of FTA 4220.1D Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY request, which would cause the CITY to be in violation of the FTA terms and conditions.

10. Application of Federal, State, and Local Laws and Regulations

(a) Federal Laws and Regulations. Federal law or laws authorizing Contract approval control Contract implementation. The CONTRACTOR acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the

Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the CONTRACTOR executes the Master Agreement or other awarding agreement, and might apply to such agreement. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, the CONTRACTOR agrees to include notice in each agreement with each SUBCONTRACTOR and each third party CONTRACTOR participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.

(b) State, Territorial, and Local Law. Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require the CONTRACTOR to violate State, territorial, or local law, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

11. Covenant Against Contingent Fees

Bonus or Commission. CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

12. Prohibition on Gratuities

(a) Code of Ethics. The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the CONTRACTOR officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential CONTRACTOR or SUBCONTRACTOR. The CONTRACTOR may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the CONTRACTOR officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR officers, employees, board members, or their agents, or by the CONTRACTOR, any SUBCONTRACTORS, or their agents.

(b) Personal Conflicts of Interest. The CONTRACTOR's code or standards of conduct shall prohibit CONTRACTOR employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise an employee, officer, board member, or agent, including any member of his or her immediate family; partner; or organization that employs, or intends to employ, any of the above.

(c) Organizational Conflicts of Interest. The CONTRACTOR's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party CONTRACTOR or SUBCONTRACTOR or impair its objectivity in performing the contract work.

13. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR under the Contract, with the following employee protection requirements for contract employees:

(a) **Overtime requirements** - No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; assessments** - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for assessments. Such assessments shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) **Withholding for unpaid wages and assessments** – The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and assessments as provided in the clause set forth in paragraph (2) of this section.

(d) **Subcontracts** - The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

(e) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Contract work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

14. Environmental Requirements

The CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the CONTRACTOR agrees to comply, and assures the compliance of each SUBCONTRACTOR and each third party CONTRACTOR, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the CONTRACTOR. The CONTRACTOR agrees that those laws and regulations do not constitute the CONTRACTOR's entire obligation to meet all Federal environmental and resource conservation requirements.

(a) Clean Air

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(b) Clean Water

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

16. Lobbying Restrictions

The CONTRACTOR agrees to:

- (a) Refrain from using Federal assistance funds to support lobbying,
- (b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- (c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

17. Debarment and Suspension.

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

18. Transit Employee Protective Arrangements.

The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(d) The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

19. Substance Abuse

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations:

(a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*

(b) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State oversight agency of California, or the CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before each February 15th, to submit quarterly Management Information System (MIS) reports, and to submit annual MIS reports. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20. Charter Bus Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

21. School Bus Requirements

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, CONTRACTORS and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

22. Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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Appendix C
Required Forms

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Form A
Lobbying Certification

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Date

Name and Title of CONTRACTOR'S Authorized Official

Form B
Certification Regarding Debarment,
Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Lodi may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Lodi if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Lodi.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Form B, page 2

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Lodi may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

Form C
Price Proposal Form
Fixed Route, Paratransit and Demand Response

FY 2008/2009

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

FY 2009/2010

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

FY 2010/2011

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

FY 2011/2012

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

OPTION YEARS

FY 2012/2013

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

FY 2013/2014

Monthly Fixed Expense	\$ _____
Cost Per Revenue Vehicle Hour	\$ _____
Liability Insurance (General & Auto)	\$ _____
TOTAL ANNUAL COST	\$ _____

Form D-1 Line Item Operating Budget
Fixed Route, Paratransit and Demand Response

	FY 2008/2009	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014
FIXED OVERHEAD EXPENSES						
Management Wages						
Management Benefits						
Administrative Wages						
Administrative Benefits						
Office Expense & Supplies						
General Liability Ins.						
Workers Compensation Ins.						
Fidelity Bond/Crime Ins.						
Insurance Deductible Expense						
Performance Bond						
Communications						
ADA Certification						
Start-Up						
Other Expenses (Specify)						
Other Expenses (Specify)						
Profit						
TOTAL FIXED EXPENSE						
HOURLY EXPENSES						
Driver/Fueler Wages						
Driver/Fueler Benefits						
Sched/Disp Wages						
Sched/Disp Benefits						
Uniform						
Hiring/Training/Safety						
Other Expenses (Specify)						
TOTAL HOURLY EXPENSE						
Hiring/Training Expenses						
Maintenance Supplies						
Other Expenses (Specify)						
TOTAL MILEAGE EXPENSE						
TOTAL OPERATING EXPENSE						
Expense/Revenue						
Vehicle Hour						
(GRAND TOTAL)						

FORM D-2

Itemized Budget Detail

Fixed Route, Paratransit and Demand Response

						Option	
	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	
Management Wages							
Operations Manager							
Safety & Training Manager							
Management Benefits							
Vacation							
Holiday							
PTO							
Medical/Dental Insurance							
Life Insurance							
401(k)							
Payroll Taxes							
Workers' Compensation							
Administrative Wages							
Road Supervisors							
Accounting Manager							
Vault Clerk							

BTW Trainers
 Farebox Clerk
 Shuttle Inv Clerk
 Transit Store

Administrative Benefits

Vacation
 Holiday
 PTO
 Medical/Dental
 Insurance
 Life Insurance
 401(k)
 Payroll Taxes
 Workers'
 Compensation

Office Expenses & Supplies

Copier Toner &
 Paper
 Facility Rent
 Postage
 Facility Repairs
 DSL Service
 Utilities
 Misc. Office Supplies

Insurance

--	--	--	--	--	--	--	--

General Liability
 Automobile Liability
 Fidelity Bond/Crime
 Insurance

Marketing

**Insurance
 Deductible/Expense**

Performance bond

Communications

Cell Phone
 Radio Usage
 Telephone

ADA Certification

Other Expenses Utility Wages

Utility Supervisor
 Utility Workers

Other Expenses Utility Benefits

Vacation

--	--	--	--	--	--	--

Holiday
PTO
Medical/Dental
Insurance
Life Insurance
401(k)
Payroll Taxes
Workers'
Compensation

Profit

--	--	--	--	--	--	--	--

Liability Insurance

--	--	--	--	--	--	--	--

Driver Wages

Revenue Wages
New Hire Training
Wages
Retraining & Safety
Meetings

Driver Benefits

Vacation
Holiday
PTO
Medical/Dental
Insurance
Life Insurance
401(k)
Payroll Taxes
Workers'

Compensation								
Lead Dispatcher								
Dispatchers								
Sched/Disp Benefits								
Vacation								
Holiday								
PTO								
Medical/Dental Insurance								
Life Insurance								
401(k)								
Payroll Taxes								
Workers' Compensation								
Uniform								
Hiring/Training Safety								
Recruiting								
Background Checks								
Pull Notice Program								
Safety & Training Program								
Drug & Alcohol Program								
Physicals								
Other								

Non-Rev Veh							
Fuel/Maint							
Trapeze Maint. Fees							
Business License							
Depreciation - DriveCam							
Depreciation - Trapeze							
Depreciation - Computers							
Depreciation - Coin Counter							
Depreciation - Phone Upgrade							
Overhead							
Hiring/Training Expenses							
Maintenance Supplies							
Vehicle Cleaning Supplies							
Other							

ORM E-1

Staffing Levels & Wages/Salaries (Full-Time)
Fixed Route, Paratransit and Demand Response

CONTRACTOR definition of full-time employee: _____

Job Classifications:	FY 2008/09		FY 2009/10		FY 2010/11		FY 2011/12		FY 2012/13		Option FY 2013/14	
	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale
Drivers												
Drivers												
Drivers												
Drivers												
Drivers												
Dispatchers/Supervisors												
Operations Manager												
Office/Clerical Staff												
Trainers												
Utility Staff												
Off-Site Personnel*												

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. _____

TE for full-time employees:	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Option FY 2013/14

Please explain and justify any off-site personnel included in the price proposal.

Definitions: **Full-time** Equivalent (FTE) is calculated by dividing the total number of person hours by 2,080. "Wage Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

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FORM E-2

Staffing Levels & Wages/Salaries (Part-Time)
Fixed Route, Paratransit and Demand Response

CONTRACTOR definition of **part-time** employee: _____

Part-time Employees

Job Classifications:	FY 2008/09		FY 2009/10		FY 2010/11		FY 2011/12		FY 2012/13		Option FY 2013/14	
	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale	No.	Scale
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drivers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Dispatchers/Supervisors	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Office/Clerical Staff	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Trainers	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Utility Staff	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Off-Site Personnel*	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Please list all benefits a **part-time** employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. _____

No. of part-time employees:	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	Option FY 2013/14
	_____	_____	_____	_____	_____	_____

*Please explain and justify any off-site personnel included in the price proposal.

Definitions: "Wage Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

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Form F
Addendum Receipt

_____ (Name of CONTRACTOR) acknowledges it has
received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

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Form G
Non-Collusion Affidavit for Contractor

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)
of _____, hereinafter referred to as
(contractor) or (SUBCONTRACTOR).
2. That he/she is fully informed regarding the preparation and contents of this proposal
for certain work in the City of Lodi, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in
interest, including its this affiliate, has not in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a
collusive or sham proposal in connection with such contract or to refrain to submitting a
proposal in connection with such contract, or has in any manner, directly or indirectly,
sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or
person to fix the price or prices in said proposal, or to secure through collusion,
conspiracy, connivance, or unlawful agreement any advantage against City or any
person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
CONTRACTOR or any of its agents, owners, representatives, employees, or parties in
interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2008, at _____,
California.

Signed: _____

Title: _____

Form H
Certification of Eligibility (Labor Standards)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

DRAFT

Form I

Certification of Primary Participant Regarding Responsibility Matters

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

Date _____

Form J**Certification Disadvantaged Business****Enterprise Program/Equal Employment Opportunity**

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public Contract Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: _____
2. Names/Locations of DBE's contacted by CONTRACTOR:

3. Names/Locations of DBE's selected by CONTRACTOR:

4. CONTRACTOR'S work force breakdown by race and gender:

TOTAL EMPLOYEES as of _____

JOB CATEGORIES	EMPLOYEES										
	Male					Female					
	Wht	Blk	Hsp	Asn	Nat		Wht	Blk	Hsp	Asn	Nat
Officials & Managers											
Technical:											
Technical:											
Sales:											
Office/Clerical											
Craftsmen::											
Laborers:											
Service:											

Note: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

Form K
PROPOSER'S Bond Form

KNOW ALL MEN/WOMEN BY THESE PRESENTS, THAT we,
_____, as Principal, and
_____, as Surety, are held and firmly bound unto the City of Lodi,
hereinafter called CITY, in the penal sum of \$25,000, submitted by said Principal to
CITY, for the work described below, for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, administrators,
and executors and successors, jointly and severally, firmly by these presents. In no
case shall the liability of the Surety hereunder exceed \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned proposal to CITY, for
operation of fixed-route, dial-a-ride and ADA paratransit services, for which proposals
are to be opened at Lodi, California, on the 9th day of April 2008.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the
time and manner required under the Specifications, after the prescribed forms are
presented to him/her for signature, enters into a written contract, in the prescribed form,
in accordance with the proposal, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Oblige and judgment is recovered,
the Surety shall pay all costs incurred by the Oblige in such suit including a reasonable
attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of
_____, 2008.

Principal

Surety

Address

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. CITY shall retain bid bonds until City Council has accepted proposal and awarded Agreement to successful CONTRACTOR. Following award CITY shall return bid bonds within ten (10) working days.

Form L

RFP Process Integrity Rules

The City pledge is for the procurement process for public transit operations services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

BEGINNING ON THE DATE OF THE ISSUANCE OF THE RFP FOR PUBLIC TRANSIT OPERATIONS SERVICES, AND ENDING ON THE DATE OF THE AWARD OF THE AGREEMENT FOR PUBLIC TRANSIT OPERATIONS SERVICES, ALL COMMUNICATION INITIATED BY PROPOSERS OR REPRESENTATIVES OF PROPOSERS AND THE CITY SHALL BE THROUGH TIFFANI M. FINK OF THE PUBLIC WORKS DEPARTMENT AND SHALL BE IN WRITING (BY FAX, EMAIL OR LETTER). THE CONTACT INFORMATION IS AS FOLLOWS:

City Of Lodi
Public Works Department
Attn: Tiffani M. Fink, Transportation Manager
P.O. Box 3006
Lodi, CA 95241-1910
Physical Address: 221 West Pine Street, Lodi, CA, 95240
Email: tfink@lodi.gov
Fax: (209) 333-6710

ANY ATTEMPT TO CONTACT OR INTERACT WITH ANY ELECTED OR APPOINTED OFFICIAL FOR THE PURPOSE OF INFLUENCING THE SELECTION PROCESS WILL RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS.

ALL COMMUNICATIONS BETWEEN THE CITY AND INDIVIDUAL PROPOSERS WILL BE DOCUMENTED AND MAY BE TRANSMITTED SIMULTANEOUSLY TO ALL PROPOSERS.

ANY PROPOSER WHO FAILS TO RECOGNIZE OR UTILIZE THIS PROCESS OF COMMUNICATION WILL BE NOTIFIED OF ITS VIOLATION AND MAY BE SUBJECT TO DISQUALIFICATION.

PROPOSER must acknowledge and sign this statement as part of the RFP process. PROPOSER must return a signed copy of this statement with the RFP submittal.

On behalf of my company, I understand and accept the rules established in this statement.

Company Name: _____

Date: _____

Company Representative: _____

Title: _____

Form M
Willingness to Accept Proposed Arrangements

PROPOSER is in complete agreement with the proposed arrangements described in this RFP and the attached Agreement, except as noted on attached pages. Please note that in the event exceptions are taken, suggested specific language changes to the RFP or the Agreement requirements must be submitted. Business term exceptions taken without providing specific suggested language changes will result in disqualification. Individuals authorized to commit the PROPOSER to this Agreement must be listed and sign below.

Signature _____

Type Name _____

Title _____

Date _____

Signature _____

Type Name _____

Title _____

Date _____

Signature _____

Type Name _____

Title _____

Date _____

Willingness to Accept Proposed Arrangements, page 2

Suggested Changes

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Form N

Certification Regarding Alcohol Misuse and Prohibited Drug Use

**Certification Regarding Alcohol Misuse and
Prohibited Drug Use**

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (13)), between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

Form O
Acknowledgement of “Best Value” Selection Process

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below:

Signature

Type Name

Title

Date

Form P

Insurance Broker Certification of Compliance with Insurance and Bond Requirements

For each insurance coverage, the broker of record shall complete this form. Copies of this form should be completed if more than one broker of record exists for placement of all the required coverages.

NAME/FIRM NAME OF INSURANCE BROKER:

ADDRESS OF INSURANCE BROKER:

TELEPHONE, FAX, AND EMAIL ADDRESS OF INSURANCE BROKER:

The following certification applies to the coverages marked below:

- ☐ General Liability
- ☐ Excess/Umbrella Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation
- ☐ Automobile Physical Damage
- ☐ Proposer's Bond
- ☐ Performance Bond

I have read the Request for Proposal, specifically Sections 4.4, 4.6, 4.7, regarding bonding and insurance coverages, and the City's Insurance conditions described in Appendix D, Section 24. I attest that the coverages purchased by Proposer comply with the requirements of Appendix D, Section 24, and that the insurer and/or broker is obligated to supply insurance and bid documents in full compliance with the requirements set forth in Appendix D.

Indicate the premium rate for Automobile Physical Damage insurance coverage and deductible below:

Exceptions to the insurance requirements may be indicated below. Specifically list the section to which exception is stated, the nature of the exception, and the alternate means of satisfying the requirement. The City reserves in its sole discretion whether to accept or reject such exceptions. The listing of exceptions shall not serve as City acknowledgement or acceptance of the listed exception.

Exception(s):

By my signature below, I attest to the accuracy of the information provided above, and that the insurance requirements will be met if the Proposer is awarded the contract. I further acknowledge that the Proposer will forfeit the Proposer's security or bond should the insurance requirements not be complied with as set forth in Appendix D.

Broker Signature and Date

By my signature below, I attest to the best of my knowledge that the information provided above is true and correct.

Proposer Signature and Date

Form Q
Safety Record
Certification

Terminal Name	_____	_____	_____
	FY _____	FY _____	FY _____
Number of Accidents (Use NTD Definition)	_____	_____	_____
Total Revenue Miles	_____	_____	_____
AFR (1:xxx,xxx)	_____	_____	_____

Terminal Name	_____	_____	_____
	FY _____	FY _____	FY _____
Number of Accidents (Use NTD Definition)	_____	_____	_____
Total Revenue Miles	_____	_____	_____
AFR (1:xxx,xxx)	_____	_____	_____

Terminal Name	_____	_____	_____
	FY _____	FY _____	FY _____
Number of Accidents (Use NTD Definition)	_____	_____	_____
Total Revenue Miles	_____	_____	_____
AFR (1:xxx,xxx)	_____	_____	_____

PROPOSER hereby certifies that the above information is true and correct.

Signature: _____
Name: _____
Title: _____
Date: _____

APPENDIX D
CITY TRANSIT VEHICLE INVENTORY

DRAFT

Current Transit Vehicle Inventory

***Note: City anticipates delivery of 2 additional Ford E-450 in Spring 2008**

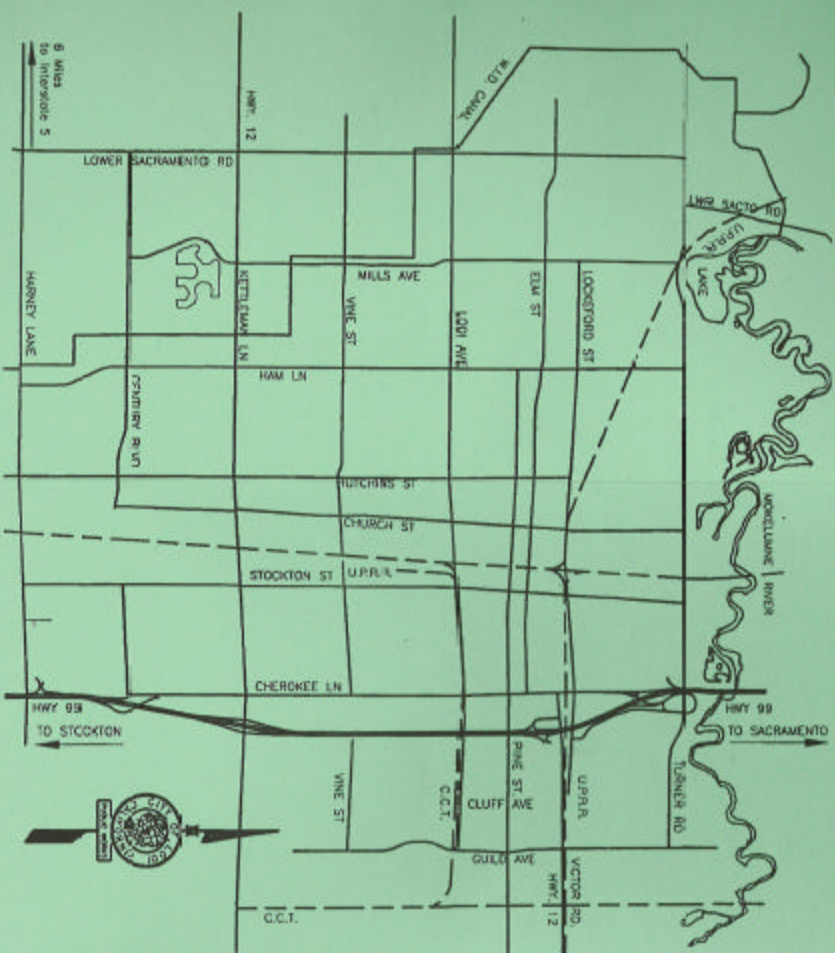
001	1994	FORD	F350	TURTLE-TOP DAR BUS
002	1994	FORD	E350	TURTLE-TOP DAR BUS
012	2007	FORD	E450	STARCRAFT
013	2007	FORD	E450	STARCRAFT
014	2007	FORD	E450	STARCRAFT
015	2007	FORD	E450	STARCRAFT
016	2007	FORD	E450	STARCRAFT
017	2007	FORD	E450	STARCRAFT
018	2007	FORD	E450	STARCRAFT
019	2007	FORD	E450	STARCRAFT
020	2007	FORD	E450	STARCRAFT
021	2007	FORD	E450	STARCRAFT
022	2007	FORD	E450	STARCRAFT
023	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
024	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
025	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
026	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
027	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
028	2002	ELDORADO	AEROTECH	ELDORADO DAR BUS
030	1995	FORD	E-350	TURTLE-TOP DAR BUS
031	1995	FORD	E-350	TURTLE-TOP DAR BUS
032	1995	FORD	E-350	TURTLE-TOP DAR BUS
033	1995	FORD	E-350	TURTLE-TOP DAR BUS
034	1995	FORD	E-350	TURTLE-TOP DAR BUS
041	1991	AMTRAN	KC3510	AMTRAN GRAPELINE BUS
044	2000	NABI	040.11	GRAPELINE BUS
045	2000	NABI	040.11	GRAPELINE BUS
046	2000	NABI	040.11	GRAPELINE BUS
047	2000	NABI	040.11	GRAPELINE BUS
048	2000	NABI	040.11	GRAPELINE BUS
050	2001	CHAMPLAIN	1608, CT277	TROLLEY CNG

APPENDIX E
SERVICE BROCHURES, SCHEDULES AND SYSTEM MAP

DRAFT

Lodi Dial-A-Ride

Service Area Boundaries



Grape Line

RIDER'S GUIDE



Dial-A-Ride
Getting Around Town
Just Got Easier!

**Dial-A-Ride Information
and Riders Guide**

For more details call
333-6806
www.lodi.gov

Dial-A-Ride FARE RATES

Regular Fare 0-59 years.....	\$5.00
County Area Surcharge (Acampo, Woodbridge, Villa Cerezas mobile home parks and areas).....	\$1.00
Seniors (60+)/Disabled/Medicare.....	\$1.50

Must have Exact Change or a

Ticket to board the bus

DRIVERS DO NOT MAKE CHANGE

TICKETS

Tickets can be purchased at:

Lodi Finance Dept at 300 W. Pine St, Lodi
Lodi Station at 24 S. Sacramento St, Lodi
Hutchins Street Square Senior Center, Lodi
Loel Center, Lodi

One Ride Ticket (General Public).....	\$5.00
One Ride Ticket (Senior/Disabled/Medicare).....	\$1.50
Ten Ride Ticket (General Public).....	\$50.00
Ten Ride Ticket (Senior/Disabled/Medicare).....	\$12.00

Dial-A-Ride SERVICE HOURS

Without Reservations

Monday-Friday 8:00 am-9:00 pm
Saturday 8:00 am-5:00 pm
Sunday 8:00 am-3:00 pm

With Reservations

Monday-Friday 6:15 am - 9:00 pm
Saturday 7:45 am - 6:00 pm
Sunday 7:45 am - 4:00 pm

No Service on the following holidays:
New Year's Day, President's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day,
and Christmas Day

TIPS FOR Dial-A-Ride SERVICE

If you need the bus for an appointment, you must call at least a day in advance of your appointment to ensure a reservation.

Service is best provided when passengers make their reservations prior to their scheduled time. One to seven days in advance is encouraged. Advanced scheduling allows Dial-A-Ride to provide service to persons going to the same or nearby destinations.

When you call, be prepared to tell the dispatcher where you are at, where you are going, your telephone number, the time you need to be there and when you want to return.

Since our drivers are not allowed to enter a private residence and they must keep their vehicle in sight at all times, please wait at the entrance of your pickup locations and be visible to the bus driver.

Our drivers will only wait as long as it is necessary at each stop for passengers, unless the caller is identified as requiring more time. Please be ready!

Our drivers can assist you to your door with packages and bags. You need to help by carrying what you can, so please plan your shopping trips accordingly.

Dial-A-Ride reserves the right to refuse service to passengers who demonstrate unsafe or disruptive behavior. Violations of rules may result in possible prosecution.

If you have any questions or suggestions concerning Dial-A-Ride service please call

333-6806

Dial-A-Ride

RESERVATION SERVICE

You can request to be picked up from your departure point at the same time every day. You can also arrange for your return trip home. Your reservation service will continue automatically until you ask for it to change. You must phone to cancel it when you won't need it.

Prevent no shows! Please call Dial-A-Ride Dispatch at 333-6806 two hours prior if you cannot make the trip, so that other passengers can use the service.

DEMAND RESPONSE SERVICES

City of Lodi provides Dial-A-Ride service throughout the Lodi area for anyone. Dial-A-Ride is a demand responsive service with pickups after a call, within 45 minutes.

ACCESSIBLE SERVICES

Wheelchairs must be in good working order with functional brakes. Our drivers are not allowed to push wheelchairs up or down inclines or over barriers. We encourage wheelchair users to remain in their chair and wear a lap belt during loading and unloading, as well as while riding on Dial-A-Ride. All wheelchairs will be secured to the bus.

CONNECT TO COUNTY BUS SERVICES

San Joaquin Regional Transit District
(SJRTD)
1-800-HOW-TO-RIDE
South County Transit (SCT/LINK)
(209)745-3052

Effective November 2005



Welcome Aboard!

Grapeline would like to welcome you aboard! Grapeline is designed to make getting around Lodi as easy and economical as can be. Comfortable buses take you on your way to downtown, to major shopping and recreational areas, medical facilities, the community center, schools and workites. The Lodi area is served by six lines that meet conveniently at Lodi Station, located at 24 South Sacramento Street, so you can go around town from almost any starting point. And you can get out of town, too as the service connects with SJRTD, to Manteca, Lathrop, Tracy and Stockton. Grapeline also connects with South County Transit to Galt, Elk Grove and Sacramento. Grapeline also offers Dial-A-Ride door to door service.

Fares/Costo

General (6-59 years old)..... \$1.00

Senior/Disabled (60 years+)/Medicare..... \$0.50

Children Age 5 and under, two free per fare-paying passenger. Additional children pay general fare.

SJRTD/SCT Passes & Transfers..... FREE
Grapeline will honor all current SJRTD & SCT transfers as full one way fares.

Monthly Pass..... \$35.00
Senior/Disabled/Medicare Monthly Pass.... \$17.50
10-ride ticket..... \$10.00
10-ride discount ticket..... \$5.00

Passes are available at Lodi Station and Lodi City Finance Department in Downtown Lodi.

Questions or Concerns

If you have any questions or concerns regarding Grapeline service, please contact the City of Lodi, Public Works Department, Transit Division at 221 West Pine Street or call 333-6806. Grapeline is operated by MV Public Transportation, under contract to the City of Lodi.



Grape Line

RIDER'S GUIDE



Bus Schedule

Getting Around Town
Just Got Easier!

Schedule and Route Information
Informacion de Rutas y Horario

333-6806

www.lodi.gov

Monday through Friday Schedule Horario de Lunes a Viernes

Rt	Lodi Station	Church/ Olive Ct	Turner/ Ham	Woodlake Plaza	Railway's	Target	L. Soc/ Lodi	Woodlake Plaza	Turner/ Ham	Church/ Olive Ct	Lodi Station
Rt 1	Lodi Station	Church/ Olive Ct	Turner/ Ham	Woodlake Plaza	Railway's	Target	L. Soc/ Lodi	Woodlake Plaza	Turner/ Ham	Church/ Olive Ct	Lodi Station
Rt 2	Lodi Station	Oak/ Washington	Central/ Vine	Central/ Poplar	Kettlemans/ Crescent	Wal-Mart	Kettlemans/ Crescent	Central/ Poplar	Central/ Vine	Oak/ Washington	Lodi Station
Rt 3	Lodi Station	Lockeford/ Crescent	Elm/ Mills	Ham/ Oak	Ham/ Kettlemans	Wimbledy/ Hachins	Ham/ Kettlemans	Ham/ Oak	Elm/ Mills	Lockeford/ Crescent	Lodi Station
Rt 4	Lodi Station	Fairmont/ Lodi	Wine/ Hachins	Church/ Swain	Mills/ Century	Wal-Mart	Mills/ Century	Church/ Swain	Vine/ Hachins	Fairmont/ Lodi	Lodi Station
Rt 5	Lodi Station	Stockton/ Pine	Calaveras/ Pioneer	Turner/ Cliff	Cherokee/ Lodi	Kettlemans/ Central	Cherokee/ Lodi	Turner/ Cliff	Calaveras/ Pioneer	Stockton/ Locust	Lodi Station
	6:15	6:17	6:20	6:22	6:25	6:35	6:40	6:44	6:46	6:49	6:54
	7:00	7:02	7:05	7:07	7:10	7:20	7:25	7:29	7:31	7:34	7:39
	7:45	7:47	7:50	7:52	7:55	8:05	8:10	8:14	8:16	8:19	8:24
	8:30	8:32	8:35	8:37	8:40	8:50	8:55	8:59	9:01	9:04	9:09
	9:15	9:17	9:20	9:22	9:25	9:35	9:40	9:44	9:46	9:49	9:54
	10:00	10:02	10:05	10:07	10:10	10:20	10:25	10:29	10:31	10:34	10:39
	10:45	10:47	10:51	10:54	10:58	11:10	11:15	11:19	11:21	11:24	11:28
	11:35	11:37	11:41	11:44	11:48	12:00	12:05	12:09	12:11	12:14	12:18
	12:25	12:27	12:31	12:34	12:38	12:50	12:55	12:59	1:01	1:04	1:08
	1:15	1:17	1:21	1:24	1:28	1:40	1:45	1:49	1:51	1:54	1:58
	2:05	2:07	2:11	2:14	2:18	2:30	2:35	2:39	2:41	2:44	2:48
	2:55	2:57	3:01	3:04	3:08	3:20	3:25	3:29	3:31	3:34	3:38
	3:45	3:47	3:51	3:54	3:58	4:10	4:15	4:19	4:21	4:24	4:28
	4:35	4:37	4:41	4:44	4:48	5:00	5:05	5:09	5:11	5:14	5:18
	5:25	5:27	5:31	5:34	5:38	5:50	5:55	5:59	6:01	6:04	6:08
	6:15	6:17	6:20	6:22	6:25	6:35	6:40	6:44	6:46	6:49	6:54

PM Times in BOLD

Effective October 31, 2005
En Efectivo El 31 de Octubre de 2005

Senior/Disabled Fare
Includes Medicare Card Holders

Grapeline Five Routes

Grapeline runs along six convenient routes that loop around Lodi. Each route starts and ends at Lodi Station, located at Sacramento and Oak Streets.

Route 1 - Church/Lower Sacramento

Travels along North Church Street, Turner Road, Lodi Lake and Lower Sacramento Road to Wal-Mart and Target.

Route 2 - Central

Travels along Central Avenue and Kettlemans Lane to Wal-Mart and Target

Route 3 - Ham

Travels along Lockeford Street, Elm Street, Ham Lane to Harney Lane.

Route 4 - Century

Travels along Lodi Avenue, Fairmont Avenue, Vine Street, South Church Street, Century Boulevard, Mills Lane to Wal-Mart and Target.

Route 5 - Cherokee

Travels through Northeast Lodi, Cluff Avenue, Cherokee Lane to Almond Drive.

Making Transfers

Main transfer points are at Lodi Station in Downtown Lodi, Wal-Mart and Target off Kettlemans Lane and Lower Sacramento Road. We charge one fare for a trip, even if a change is required. Transfers are not valid after time shown. Please announce destination so that the driver can hold your connecting bus.

Saturday and Sunday Schedule Horario los Sabados y Domingos

Rt A	Loft Station	Church/ Olive Ct	Turner/ Ham	Woodlake Plaza	Raley's	Hollywood Village	Kettelman/ Church	Kettelman/ Central *	Calaveras/ Pioneer	Stockton/ Locust	Loft Station
Rt B	Loft Station	Oak/ Washington	Central/ Vine	Central/ Poplar	Kettelman/ Crescent	Wal-Mart	Kettelman/ Crescent	Central/ Poplar	Central/ Vine	Oak/ Washington	Loft Station
Rt C	Loft Station	Lockeford/ Crescent	Elm/ Mills	Ham/ Oak	Ham/ Kettelman	Wendover/ Hutchins	Ham/ Kettelman	Ham/ Oak	Elm/ Mills	Lockeford/ Crescent	Loft Station
Rt D	Loft Station	Farmout/ Hutchins	Vine/ Hutchins	Church/ Swain	Mills/ Century	Wal-Mart	Mills/ Century	Church/ Swain	Vine/ Hutchins	Farmout/ Loft	Loft Station
	7:45	7:47	7:50	7:52	7:55	8:00	8:05	8:09	8:11	8:14	8:19
	8:30	8:32	8:35	8:37	8:40	8:45	8:50	8:54	8:56	8:59	9:04
	9:15	9:17	9:20	9:22	9:25	9:30	9:35	9:39	9:41	9:44	9:49
	10:00	10:02	10:05	10:07	10:10	10:20	10:25	10:29	10:31	10:34	10:39
	10:45	10:47	10:50	10:52	10:55	11:05	11:10	11:14	11:16	11:19	11:24
	11:30	11:32	11:35	11:37	11:40	11:50	11:55	11:59	12:01	12:04	12:09
	12:15	12:17	12:20	12:22	12:25	12:35	12:40	12:44	12:46	12:49	12:54
	1:00	1:02	1:05	1:07	1:10	1:20	1:25	1:29	1:31	1:34	1:39
	1:45	1:47	1:50	1:52	1:55	2:05	2:10	2:14	2:16	2:19	2:24
	2:30	2:32	2:35	2:37	2:40	2:50	2:55	2:59	3:01	3:04	3:09

* 2nd time it passes this stop

PM Times in BOLD

Effective November 2005
En Efectivo Noviembre 2005



Bikes accepted on
40 foot Grapeline Buses.



All buses are
wheelchair accessible.

City of Lodi Gives You More Ways To Go With Dial-A-Ride Service

City of Lodi provides Dial-A-Ride service throughout the Lodi area for anyone. Dial-A-Ride is a demand responsive service with pickups after a call, within 45 minutes. Dial-A-Ride is a wheelchair accessible, door to door service that is available to the general public, seven days a week. To schedule a trip with Dial-A-Ride, call in your reservation at least one day in advance.

Regular Fare (0 to 59 years)..... \$5.00

County Area Surcharge (Acampo, Woodbridge, Villa Cerezas mobile home parks and areas)..... \$1.00

Senior (60 +)/Disabled/Medicare..... \$1.50

Catching the Bus

Buses will only stop at designated Grapeline bus stops. To ensure a ride, please be at your stop location prior to the time listed. As the bus approaches, stand or signal the driver and wait for the bus to stop.

Paying Your Fare

To expedite boarding, have the correct fare or pass ready when the bus arrives. If you need to use more than one bus route to reach your final destination, please ask for a free transfer upon boarding from the driver which allows you 45 minutes to board on other route.

Transit Information

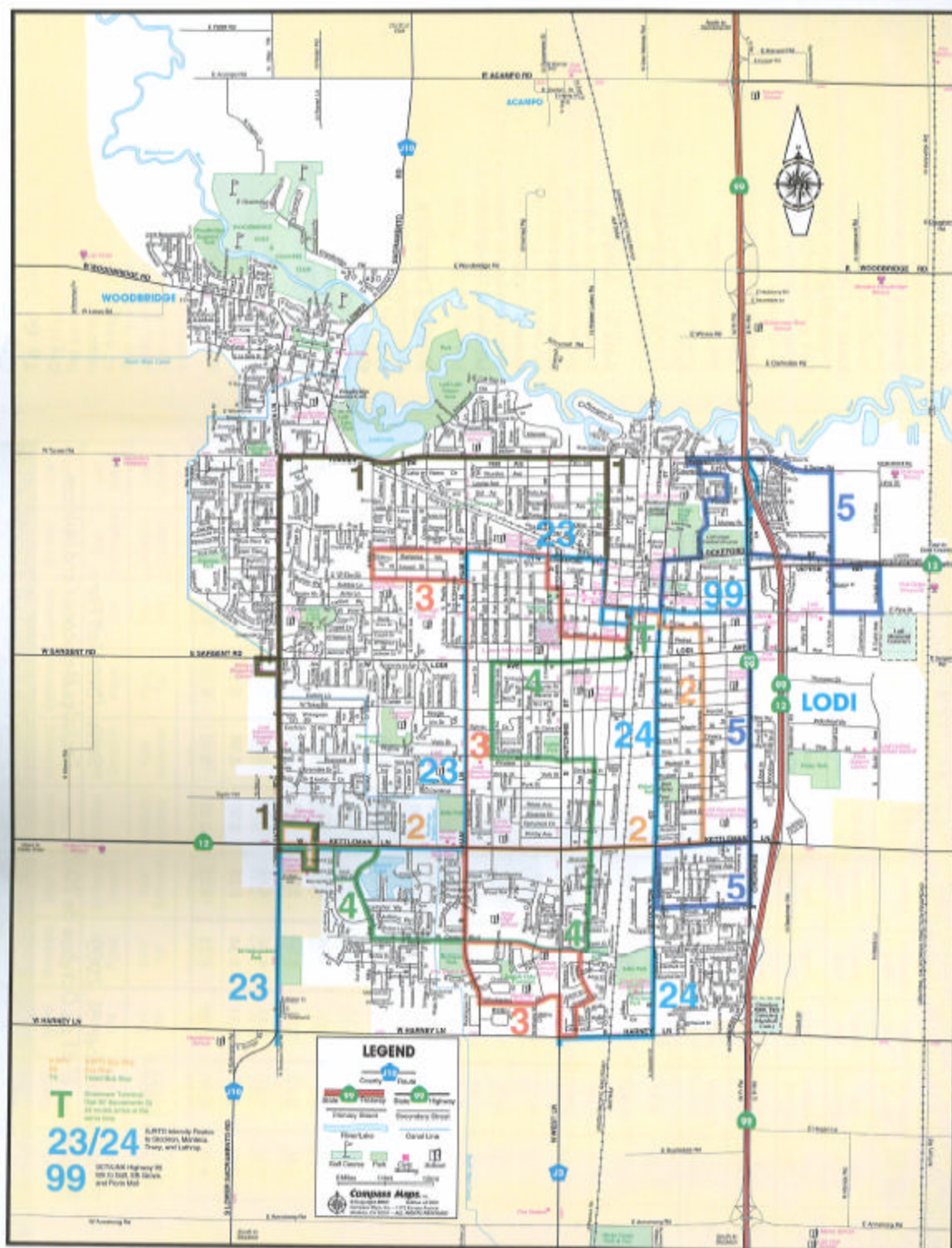
If you have any questions or would like help planning your trip, call 333-6806. Monday-Saturday, 8:00 AM to 5:00 PM and Sunday, 8:00 AM to 3:00 PM or visit us at the Lodi Station, located on 24 South Sacramento Street.

Weekend or Holiday Service

Sorry, there is no service on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Saturday and Sunday Service is available from 7:45 AM to 2:30 PM (Lodi Station departure). Service hours may be changed as needed and will be posted 2 weeks prior.

Connect to County Buses

Services San Joaquin Regional Transit District (SJRTD) 1-800-HOW-TO-RIDE South County Transit (SCT/LINK) (209) 745-3042.



ATTACHMENT F

**CURRENT EMPLOYEE WAGE SCALE AND PROPOSED MINIMUM
STARTING SCALE**

DRAFT

ATTACHMENT G

**Agreement for the Provision of Fixed-Route, Paratransit and Demand
Response Services Operations Contract**

DRAFT

CITY OF LODI FIXED ROUTE, PARATRANSIT AND DEMAND RESPONSE

DRAFT CONTRACT

THIS AGREEMENT is entered into in the City of Lodi, County of San Joaquin, State of California, this ____ day of _____, 2008, by and between the CITY OF LODI, a municipal corporation of the State of California, hereinafter referred to as CITY, and _____ of _____, hereinafter referred to as CONTRACTOR.

This Agreement is made with reference to the following recitals:

- A. **CITY has determined that there is a need for paratransit, demand-response Dial-A-Ride and fixed route service in the City of Lodi.**
- B. CITY recognizes that CONTRACTOR has the capability to provide such transportation services in the City of Lodi, and CONTRACTOR is willing to provide such services.
- C. CITY desires to contract with CONTRACTOR to provide such transportation services.
- D. CONTRACTOR has read and understands the terms and conditions of the Request for Proposals dated March 2008, and this contract and certifies that he/she can perform the duties detailed therein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:

GENERAL TERMS AND CONDITIONS

"TRANSPORTATION MANAGER" means the Transportation Manager of the City of Lodi.

"RFP" means the Request for Proposals (RFP 08/09 –13/14) for Fixed Route, Paratransit and Demand Responsive Services Operations Contract with the City of Lodi.

"FTA" means the Federal Transit Administration, U.S. Department of Transportation.

"RFP" shall mean the Request for Proposals including all attachments to it. "U.S. DOT or DOT" shall mean the United States Department of Transportation. "Dial-A-Ride" shall mean the City of Lodi's demand-response and reservation transit system. "Grapeline and Fixed Route" shall mean the City of Lodi transit system fixed-route service.

"VineLine and Paratransit" shall mean the City of Lodi's ADA Paratransit service.

"Deadhead" shall refer to non-revenue time for the movement of vehicles to the Municipal Service Center for fueling and repairs, time required for bus washing and upkeep, training and travel between the first pick-up and last drop off at the Station (for Dial-A-Ride).

TERM OF AGREEMENT. Subject to the provisions of Paragraphs 14, 15, 16, 17, and 18 herein, this Agreement is for a term of four (4) years commencing on July 1, 2008 and terminating June 30, 2012 with two (2) one (1) year options which may be exercised by the City at least 30 days prior to the end of the contract term or an extension thereof. CITY may require CONTRACTOR to continue after such expiration of term, on the terms set forth herein, on a month-to-month basis not to exceed three (3) additional months.

CONTRACTOR shall utilize vehicles as provided by the CITY unless otherwise needed by the CITY for expansion of service or use during a prolonged shortage of vehicles due to accident or maintenance. The CITY shall be responsible for all maintenance to said vehicles as outlined in the Request for Proposals and any appendices, as well as for performing repairs to said vehicles in the case of accident. CONTRACTOR shall be

responsible for the cost of vehicle repairs as outlined in the Request for Proposals and any appendices.

SERVICE. CONTRACTOR agrees that for the term of this Agreement CONTRACTOR will supply customer information, telephonists/dispatchers, bus drivers, supervision and management personnel, to operate CITY's system in a diligent and careful manner as required in Appendix A - Scope of Work attached to this Agreement and incorporated herein by this reference as if fully set forth.

CITY reserves the right to unilaterally amend the service hours during the term of this Agreement, and in the event that CITY so amends said service hours, CONTRACTOR will be reimbursed for actual hours of service provided at the rates set forth under the "Payments to Contractor" provisions herein. If CITY expand that hours of the day or days of the week in which the service is provided, which necessitates the addition of road supervision, dispatch or any other non-driver staff, CITY and CONTRACTOR agree to negotiate an equitable adjustment to CONTRACTOR's fixed monthly rate.

ADMINISTRATION OF AGREEMENT. CITY shall administer the provisions of this Agreement.

PUBLIC UTILITIES COMMISSION. CONTRACTOR agrees and warrants that if any approval of a State or Federal regulatory agency, such as the California Public Utilities Commission, is necessary for the validity or effectiveness of this Agreement, or for the provision of any of the services specified herein, CONTRACTOR shall obtain such approvals and advise CITY immediately of all actions or orders of the regulatory agency affecting CONTRACTOR'S operation under the terms of this Agreement.

CONTRACTOR shall conduct all operations in strict compliance with all pertinent rules and regulations, including those of the California Public Utilities Commission, including but not limited to, General Order Number 98-4 "Rules and Regulations Governing Passenger Stage Corporations and Charter-Party Carriers" and all supplements and amendments thereto, to the extent that CONTRACTOR is subject to these regulations. CITY shall not be responsible or liable for any penalty occasioned by CONTRACTOR'S violation or failure to comply with any pertinent rules and regulations. CONTRACTOR efforts to obtain such approvals shall be at CONTRACTOR'S sole expense.

COPARTNERSHIP DISCLAIMER. The parties understand and agree that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting CONTRACTOR or its employees, agents or representatives of CITY, for any purpose in any manner whatsoever. The parties intend that the relationship between them hereunder is that of CITY and independent contractor.

EMPLOYEE PROTECTIONS. CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees, whether derived from statutes, regulations, agreements, or any other source both during and subsequent to the term of this Agreement and any carryover thereto.

As further consideration for the compensation to be paid by CITY to CONTRACTOR for the provision of services called for by the Agreement, CONTRACTOR agrees to, and will, defend, indemnify, and hold harmless CITY and its Council members, officers, agents, and employees from and against the payment of any dismissal allowances,

displacement allowances, or any other costs, benefits, or expenses, including attorneys' fees, arising from any claims, demands, or liabilities under Sections 13(c), 15(n) (l), or any other provision of the Federal Transit Act of 1964, as said law now exists or hereafter may be amended, or under any comparable provision of Federal, State, or local law, or pursuant to the terms of any collective bargaining agreement to which CONTRACTOR is a party, or pursuant to any personnel policies adopted by CONTRACTOR pertaining to its employees, asserted against CITY for the dismissal, displacement, or other alleged injury owed to any employees of CONTRACTOR.

SALARY AND BENEFITS. CONTRACTOR shall hire all non-management employees of the CITY's current transportation contractor, MV Public Transportation, Inc. (MV), at the same or greater salary and benefit rate as currently paid by MV as further set forth in the Request for Proposals and any appendices. Notwithstanding the above requirement, nothing in this Agreement shall be construed to require CONTRACTOR to:

- i) Hire any existing employee for a safety sensitive position who fails to pass a pre-employment FTA drug screen;
- ii) Hire any existing employee who has been convicted of a felony or any offense relating to abuse of alcohol or controlled substances while operating a motor vehicle;
- iii) Hire any existing employee when such employee is not available to work without limitation at the start of this Agreement, or
- iv) Hire any existing employee who does not meet CONTRACTOR's minimum standards for motor vehicle citation or accident record.

Nothing contained in this Agreement shall be construed to limit CONTRACTOR'S right to manage its workforce (including existing employees), including its right to promote, demote, hire, discipline, discharge, train, retrain or otherwise make personnel decisions, subject to limitations imposed by law or any collective bargaining agreements.

CONTRACTOR shall not be required to assume any liability for pre-existing wages, benefits, outstanding labor grievances or any other costs for existing employees where such liability exists or was incurred prior to the start of this Agreement.

RELATIONSHIP OF PARTIES AND CONDUCT OF LABOR RELATIONS. The parties intend that the relationship between them created by this Agreement is that of CITY and independent contractor. No agent, employee, subcontractor, servant, or volunteer of CONTRACTOR will be deemed to be any employee, agent, servant, or volunteer of CITY. Except as expressly provided herein with respect to the contractual standards set forth, the manner and means of conducting the service are under the control of CONTRACTOR, and CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and volunteers during the performance of the Agreement. CONTRACTOR will direct the performance of all its personnel, agents, employees, and volunteers. CONTRACTOR shall be solely responsible for the conduct of its labor relations and dealings with any unions or employee organizations which claim to represent any of CONTRACTOR'S employees. CONTRACTOR acknowledges that it is subject to the jurisdiction of the National Labor Relations Board and, with respect to the jurisdiction of the National Labor Relations Board and, with respect to any claim for recognition, allegation of unfair labor practice, or petition for certification, it will not contest the jurisdiction of the National Labor Relations Board to entertain and resolve such matters, will submit to the jurisdiction of the National Labor Relations Board, and will cooperate in expeditiously resolving any disputes brought before the National Labor Relations Board concerning its employees; provided that, this covenant shall not preclude CONTRACTOR from raising issues or defenses (including CONTRACTOR's right to appeal) concerning any such claims, charges, or petitions.

It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create any employer-employee relationship or joint venture.

CONTRACTOR, its agents, officers, and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

EMPLOYEE CONDUCT. CONTRACTOR will assure that all its employees present a neat appearance and conduct themselves in a courteous, efficient manner. The CITY will have the right to inspect the performance of CONTRACTOR'S employees at all times. In the event that any employee is found to be discourteous or not to be performing properly the services required by this Agreement, CONTRACTOR will initiate necessary corrective measures not inconsistent with any applicable provisions of any agreement between CONTRACTOR and any labor organization representing its employees.

CITY ACCESS TO VEHICLES. CITY shall be permitted access to all vehicles during the hours of operation and at all other times which may be acceptable to CONTRACTOR for the purpose of conducting inspections, surveys or related activities as CITY may deem necessary for the proper administration of the provisions of this Agreement.

CALL RECORDER. CONTRACTOR shall supply a call recording system for use with the receptionists/dispatching. Said recording system shall be utilized to monitor all incoming and outgoing telephone calls. All recordings shall be made available to the CITY upon request. CONTRACTOR shall maintain taped recordings for six (6) months unless otherwise directed by CITY staff.

BILINGUAL DISPATCH. CONTRACTOR shall utilize the bilingual capabilities of existing staff to ensure the maximum level of service is provided to Transit patrons.

CONTRACTOR shall attempt to increase bilingual capabilities during future hiring (as needed) for the dispatching/receptionist positions.

SCHEDULES, PRINTED MATERIALS, TICKETS AND ADVERTISING. CONTRACTOR will provide and maintain an adequate supply of printed materials (including, but not limited to, for distribution on vehicles and throughout the area of service.

CONTRACTOR shall provide all necessary tickets and/or fare media for use during the Contract term. Tickets shall be available to the public at the Lodi Station during regular business hours as well as on vehicles as applicable. Additionally, tickets shall be made available to the City of Lodi Finance Department for sale. Any changes to tickets and/or fare media shall be at the sole discretion of the Transportation Manager for the CITY.

CONTRACTOR shall cooperate with CITY as necessary to promote bus ridership through any advertising, marketing or promotional effort or campaign directed and ordered by CITY. CITY reserves the exclusive right to place advertising or rider information material on the interior or exterior of vehicles. If required by CITY, CONTRACTOR shall install and remove such material as directed by CITY.

CONTRACTOR shall not install any advertising material inside or outside the vehicles except as directed by CITY.

INSURANCE AND INDEMNIFICATION

A. Insurance

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide

evidence of such insurance to CITY, naming the CITY as additional insured, as may be required by the Risk Manager of CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of CITY by certified mail, return receipt requested, for all of the following stated insurance policies.

1. Workers' Compensation – in compliance with the statutes of the State of California, plus employer's liability with a minimum of liability of \$500,000. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.

2. General Liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$200,000 for property damage or \$2,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; and products and completed operations.

3. Automobile Liability. CITY shall provide a policy or policies of automobile liability and property damage insurance to protect CITY and CONTRACTOR with a minimum limit of liability per occurrence of \$20,000,000 for bodily injury and \$5,000,000 for property damage. CITY shall be responsible for any deductible or self insured retention. CONTRACTOR shall be named as additional insured on said policy. The insurance premiums for the automobile liability and property damage policy shall be split 50/50 with the CITY to cover the insurance costs for transit. The policies shall be placed with such insurance carriers as required by CITY. CITY shall notify CONTRACTOR of the coming year's premium and the CONTRACTOR's portion as soon as that information is presented to the CITY. CITY shall issue a bill to the CONTRACTOR.

CITY will make one payment to the California Transit Insurance Pool (CalTIP) for the total payment.

4. Employee Dishonesty insurance with a minimum limit of liability per occurrence of \$50,000. This coverage to insure all CONTRACTOR officials, agents and employees with access to funds received by CONTRACTOR.

B. If at any time any of said policies shall be reasonably unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to CITY, CONTRACTOR shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit certificate thereof as hereinabove provided. Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

C. CITY, its agents, officers, employees, and volunteers shall be named as additional insureds on all insurance policies required herein, except Worker's Compensation. CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects CITY; shall include no special limitations to coverage provided to additional insured; shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

CONTRACTOR shall either require any subcontractor (if necessary) to procure and to maintain during the term of any subcontract all insurance in the amounts and on the

terms specified above, or shall insure the activities of subcontractors in the amounts and on the terms specified above.

D. Indemnification and Hold Harmless.

CONTRACTOR shall hold CITY, its elected and appointed officials, agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement, except to the extent that any claim, loss, liability, damage, cost or expense is as a result of the negligence of CITY, its employees, officials and agents.

CITY maintains a policy of automobile liability and property damage insurance for the operation of the vehicles herein. CITY agrees that CONTRACTOR'S duty to indemnify CITY shall not include nor extend to any claim, loss, liability or damage from every cause, including but not limited to injury to person or property or wrongful death, including reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CONTRACTOR, or its agents, officers, employees, or volunteers relating to the operation of passenger buses and support vehicles pursuant to this Agreement and that CITY and CITY's insurer waives any right of subrogation with respect to automobile liability and property damage.

BANKRUPTCY, ETC. The parties agree that the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or a general assignment by CONTRACTOR for the benefit of creditors, or any action taken by or suffered by CONTRACTOR or its creditors under any insolvency or bankruptcy act shall constitute a breach of this Agreement by CONTRACTOR and shall at the option of CITY terminate this Agreement and the rights and privileges granted herein.

INTERRUPTION OF SERVICE. In the event the service required to be performed by CONTRACTOR under this Agreement is interrupted by a labor dispute or for any other cause, and service is discontinued in whole or in part for more than forty-eight (48) hours, CITY or another contractor under CITY'S control, shall have the right forthwith, to take temporary possession of CONTRACTOR'S office, equipment located therein, and all equipment supplied by CONTRACTOR for the purpose of continuing the service which CONTRACTOR has agreed to provide in order that CITY can preserve and protect the public interest and welfare. In the event of a service interruption, CITY reserves the sole authority to determine if continuation of the service in the manner described above best serves the public interest and welfare. CITY shall provide insurance coverage or its equivalent for all CONTRACTOR'S items temporarily acquired by CITY equal to that provided by CONTRACTOR prior to CITY taking control of said items. CITY agrees to treat CONTRACTOR as an additional insured and hold CONTRACTOR harmless to the same extent as provided by CONTRACTOR to CITY under paragraph 12 of this Agreement. In the event CITY or another contractor takes possession of said CONTRACTOR-supplied equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment. CITY shall have the right to possession of such facilities and equipment and

to render the required service until CONTRACTOR can demonstrate to the satisfaction of CITY that required services can be reliably resumed by CONTRACTOR, provided, however, that such temporary assumption of CONTRACTOR'S obligation under this Agreement shall not be continued by CITY for more than one hundred twenty (120) days from the date such operations were undertaken. Should CONTRACTOR fail to demonstrate to the sole satisfaction of CITY that required services can be reliably resumed by CONTRACTOR prior to the expiration of the aforementioned one hundred twenty (120) days, this Agreement shall terminate and the rights and privileges granted in this Agreement shall be cancelled. During the period in which CITY has temporarily assumed the obligations of CONTRACTOR under this Agreement, CITY shall pay costs and expenses applicable to said period, and CONTRACTOR shall not be entitled to receive payment as provided for by Paragraph 22 herein. Any payments due CONTRACTOR for performance under this Agreement for services rendered during any part of any month shall be paid to CONTRACTOR.

Employees of CONTRACTOR may be temporarily employed by CITY during any period in which CITY temporarily operates the DAR or Fixed-Route service under this section.

TERMINATION FOR DEFAULT. All the terms, conditions, and covenants of this Agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, CITY shall give CONTRACTOR ten (10) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than ten (10) days thereafter to remedy, or cure such a breach or default, then CITY without further notice, may terminate this Agreement. In the event of termination of this Agreement as here in

above specified, CITY shall have the right to take immediate possession of all equipment and facilities provided to CONTRACTOR by CITY and of the facilities and equipment supplied by CONTRACTOR under the provisions of this Agreement. In the event CITY does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by CITY for the actual cost of the temporary use of said facilities and equipment.

CONTRACTOR shall not be deemed in default of any of the provisions of this Agreement in the event of interruption or diminution of service if said condition is solely the result of earthquake, flood, fire, riot, strike or labor disruption, war, an act of terrorism, insurrection, or similar cause beyond the control of CONTRACTOR and which renders performance impossible.

TERMINATION FOR CONVENIENCE. CITY may terminate this Agreement in whole or in part at any time by giving written notice to CONTRACTOR by certified mail or personal delivery.

- A. If CITY elects to terminate this Agreement for convenience during the three (3) years immediately following the date of commencement of this Agreement as specified in the Notice to Proceed, CITY shall give CONTRACTOR thirty (30) days' prior written notice of said termination. CONTRACTOR shall promptly submit its termination claim to CITY for payment. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR shall account for the same and shall dispose of it in the manner directed by CITY.
- B. If CITY elects to terminate this Agreement for convenience at any time after the expiration of the three (3) years immediately following the date of commencement of this Agreement as specified in the Notice to Proceed, CITY shall give CONTRACTOR one hundred twenty (120) days' prior

written notice of said termination. CONTRACTOR shall promptly submit its termination claim to CITY for payment. If CONTRACTOR has any property in its possession belonging to CITY, CONTRACTOR shall account for the same and shall dispose of it in the manner directed by CITY. CONTRACTOR compensation shall be governed by paragraph 22.

RIGHTS OF CITY UPON TERMINATION OR EXPIRATION OF CONTRACT AND
WAIVER OF CLAIMS.

Upon expiration or earlier termination of this Agreement, CITY shall have the right to provide the services by means of its own employees, buses, or equipment, or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against CITY based upon CITY'S operation, or contracting for the operation, of the service, or any portion of it.

In addition, as further consideration for the compensation to be paid by CITY to CONTRACTOR for the provision of services hereunder, CONTRACTOR waives any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 U.S.C S1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, and further waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law.

NONASSIGNABILITY. This Agreement shall not be assigned by CONTRACTOR without the prior written consent of CITY.

BUSINESS LICENSE. CONTRACTOR shall obtain all pertinent and required business licenses, pay all fees and taxes required for such licenses, and keep such licenses and tax accounts in good standing at all times.

FAITHFUL PERFORMANCE. The faithful performance by CONTRACTOR of each and every term, condition, and provision of this Agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by CITY. CONTRACTOR shall post with the City Clerk and be subject to approval of CITY'S City Attorney and Director of Finance a bond or other acceptable security for use of CITY. Such bond or security shall be executed by CONTRACTOR and a surety company licensed to do business as such in the State of California. Such bond or security shall be in the amount of Two Hundred Fifty Thousand and No/100th Dollars (\$250,000.00) and shall at all times be kept in full force and effect. The bond and/or security may be a renewable one (1) year bond or security, and shall be renewed annually before its expiration date; provided, however, that such bond or security must remain in full force and effect from and after the date CITY makes any demands for payment on the bond or security until CITY releases such claim. CONTRACTOR's surety shall not be held responsible should surety fail to renew bond, however, in this event, CONTRACTOR may substitute a letter of credit drawn on a US Bank, in favor of the CITY, in a like amount, to assure CITY of CONTRACTOR's performance hereunder. Provision of such bond or its equivalent, approved by CITY is a material covenant of this Agreement.

VEHICLE SERVICE HOURS. For purposes of this Agreement, "vehicle service hour" is defined as one (1) vehicle providing revenue passenger service for one (1) hour during the hours of service herein specified. A vehicle service hour shall be deemed to have

commenced when a vehicle enters the DAR service area boundary as shown in Appendix A of the Scope of Work for the purpose of providing passenger transportation pursuant to the requirements of the Scope of Work. A vehicle service hour shall not include any out-of-service vehicle time used for vehicle operator breaks or lunches. A vehicle service hour shall end when a vehicle terminates the provision of DAR and/or Fixed Route service by either exiting the DAR and/or Fixed Route service area boundary, or by returning to the CITY'S storage yard.

PAYMENTS TO CONTRACTOR.

Basic Consideration:

In consideration of the performance of the terms and conditions set forth herein, CITY agrees to pay to CONTRACTOR the following rates for DIAL-A-RIDE and FIXED ROUTE service.

Type of Service	Year One	Year Two	Year Three	Year Four	Year Five	Year Six
DAR per Vehicle Service Hour						
DAR Fixed Fee (per month)						
Fixed Route per Vehicle Service Hour						
Fixed Route Fixed Fee (per month)						
Total Cost						

Payment for Additional Services: Additional services are those services which are described in Exhibit I – Scope of Work as potential future services for which CONTRACTOR payment will be adjusted should CITY require CONTRACTOR to provide said services or those services not covered in the Agreement or Scope of Work which CITY and CONTRACTOR mutually agree shall be performed by CONTRACTOR.

In the event that additional services are undertaken by CONTRACTOR, either at the direction of CITY or as the result of an agreement between CITY and CONTRACTOR, payment to CONTRACTOR shall be adjusted to compensate CONTRACTOR for actual cost incurred to provide said additional services plus five percent (5%). CONTRACTOR shall provide documentation of costs incurred satisfactory to CITY.

Invoice: Within ten (10) days following the end of each month, CONTRACTOR shall furnish to CITY an invoice for service provided during the previous month and the monthly report required by the Scope of Work. Invoice shall be in the format specified by CITY, which may revise said format at its sole discretion. Payments to CONTRACTOR shall be based upon said monthly report of vehicle service hours as modified by (b), (c), (d), (f), and (g) herein. Payments shall be made within fifteen (15) days following the receipt and approval of said invoices and monthly report by CITY, subject to certification of its authorized representative that all of the conditions of this Agreement have been complied with by CONTRACTOR.

Fixed Cost Adjustments: Consideration paid to CONTRACTOR pursuant to the terms herein set forth in subparagraph (a) shall be adjusted to compensate CONTRACTOR for significant differences between the number of vehicle service hours operated by the CONTRACTOR and the base number of vehicle service hours for Dial-A-Ride (25,000) and Fixed Route (25,000). After the end of each twelve (12) month period of this Agreement (the "adjustment date"), the number of vehicle service hours operated during the previous twelve (12) month period by the CONTRACTOR will be determined. If the difference in vehicle service hours (either positive or negative) between said vehicle service hours and 25,000 for Dial-A-Ride and 25,000 for Fixed Route is greater than twenty percent (20%) of 25,000 for Dial-A-Ride and/or twenty percent (20%) of 25,000

for Fixed Route, the CONTRACTOR'S consideration during the ensuing twelve (12) month period shall be adjusted (increased or decreased). If the difference in vehicle hours is less than twenty percent (20%) for Dial-A-Ride and/or twenty percent (20%) for Fixed Route, no adjustment will be made. If an adjustment is necessary, the CONTRACTOR'S consideration for each of the ensuing twelve (12) payments shall be increased or decreased, as appropriate, by an amount equal to one-twelfth ($1/12^{\text{th}}$) of the total adjustment amount. If agreed upon by both parties, the adjustment will be made in one (1) lump sum. The adjustment amount shall be negotiated between the CITY and the CONTRACTOR.

PERFORMANCE PENALTIES. Through the award of this contract, CITY and CONTRACTOR agree to a system of penalties included as Appendix A: Scope of Work to ensure the performance required in the agreement.

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 23 and 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently the DBE requirements of 49 C.F.R Part 23 and 26 apply to this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY/GENERAL REQUIREMENTS.

In connection with the execution of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. CONTRACTOR shall take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

If CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Agreement. Failure by CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of the Agreement. Upon notification to CONTRACTOR of its failure to carry out the approved EEO program, CITY may impose such remedies, as it considers appropriate, including termination of this Agreement.

ENVIRONMENT. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violation to FTA and to USEPA Assistant Administrator for Enforcement (EN-329).

TITLE VI CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (49 C.F.R.), as they may be amended from time to time ("the Regulations"), which are herein now incorporated by reference and made a part of this Agreement.

Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by CITY or Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, CITY shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to CONTRACTOR under the contract until CONTRACTOR complies, and/or,
- B. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraph (a) through (f) inclusive, of this paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as CITY or Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY, and, in addition, CONTRACTOR may request the services of the Attorney General, in such litigation to protect the interest of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers shall require or permit any such laborer in any work week in which he or she is employed on such to work in excess of forty (40) hours in such work week unless such laborer receives compensation at a rate not less than one and a half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

Violation: Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clauses set forth in paragraph (a) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

Withholding for Unpaid Wages and Liquidated Damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal Contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any

liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any subcontractor or lower tier subcontractor with the clauses set forth in this section.

PROHIBITED INTEREST. No official, officer, or employee of CITY during his or her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS. In accordance with U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

DEBARRED BIDDERS. CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform CITY whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it shall promptly so inform CITY. CONTRACTOR shall not award a contract of any amount to any party included on said debarred bidders' list.

CARGO PREFERENCE. CONTRACTOR shall abide by 46 U.S.C. Section 1241(B)(1) and 46 C.F.R. Part 381 which impose cargo preference requirements on shipment of foreign made goods.

FEDERAL GRANT CONDITIONS. This Agreement is subject to a financial assistance contract between CITY and the United States Department of Transportation (DOT), Federal Transit Administration (FTA). CITY and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or in the time for such performance, then the compensation to be paid to CONTRACTOR and time of performance shall be equitably adjusted.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES. CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR in connection with the performance of the requirements of this Agreement.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS. CONTRACTOR recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on CONTRACTOR to the extent the Federal Government deems appropriate.

REPORTING, RECORD RETENTION, AND ACCESS.

At a minimum, CONTRACTOR agrees to provide to FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.

CONTRACTOR agrees that, during the course of the project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.

Upon request, CONTRACTOR agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit the books, records, and accounts of CONTRACTOR and its subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), CONTRACTOR agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

AIR QUALITY.

CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

CONTRACTOR agrees to comply with applicable requirements of U.S. Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the project, CONTRACTOR agrees to implement each air quality mitigation and control measure incorporated in the project. CONTRACTOR agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

CONTRACTOR agrees to report and require each subcontractor to any tier to report any violation of these requirements resulting from any project implementation activity of subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

CLEAN WATER. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

CONTRACTOR agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

DRUG AND ALCOHOL TESTING. CONTRACTOR agrees to establish a drug and alcohol testing program that complies with C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or CITY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before March 1 of each year and to submit the Management Information System (MIS) reports before March 1 of each year to CITY'S Transit Manager. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

CHARTER SERVICE OPERATIONS. CONTRACTOR agrees that while performing work in connection with this Agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

SCHOOL BUS OPERATIONS. CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this Agreement will engage in school bus operations for the transportation of student or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this Agreement.

FEDERAL, STATE, AND LOCAL LAWS. CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and local laws and ordinances, and all lawful orders, rules, and regulations issued by any authority of competent jurisdiction in all aspects of its performance of this agreement.

DISPUTE RESOLUTION CLAUSE. All claims, controversies or disputes arising out of or relating to this contract, or the breach, termination, enforcement, interpretation or validity of the contract, including the determination of the scope or applicability of this clause shall be determined by binding arbitration in Lodi, California, by one (1) arbitrator. The American Arbitration Association shall administer the arbitration under its Rules then in effect, subject to the modifications of those rules contained in this clause. This

Agreement to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration under this clause shall be in San Joaquin County, California.

This clause is not intended to and does not waive the claim filing requirements found at California Government Code Section 900 et seq. In the event that a timely and legally sufficient claim is filed by CONTRACTOR with CITY, and the claim is rejected in whole or in part by CITY, this clause shall result in the conclusive, final and binding resolution of all the issues presented in the claim. Claims rejected by CITY shall be submitted by CONTRACTOR to arbitration pursuant to the Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by CITY to CONTRACTOR. Otherwise, the claim or claims shall be deemed finally waived in their entirety.

The "fast track" rules of the American Arbitration Association shall apply to any claim or counterclaim less than ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS. In arbitrations not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both CITY and CONTRACTOR shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right.

Whether or not CONTRACTOR and CITY may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by and the parties shall be bound by the substantive law of the State of California, and not the Federal Arbitration Act at 9 U.S.C. Section 1 et seq.

The arbitrator may grant any remedy or relief deemed just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator shall be empowered to award monetary sanctions against a party. The arbitrator shall, in the written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this clause to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation cost and fees) against any party. This limitation of the arbitrator's powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

CONTRACTOR shall include in all subcontracts, if any, a clause whereby the subcontractor consents to being joined in an arbitration between CITY and CONTRACTOR involving the work of the subcontractor to be joined. CONTRACTOR'S failure to do so shall be a breach of contract.

The parties to any contract of which this clause is made a part by reference or otherwise shall, and hereby do, waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

WAIVER. The waiver by CITY of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be ordinance, or law.

ENTIRE AGREEMENT. This contract consists of this City of Lodi Fixed Route, Paratransit and Demand-Response Operations Contract Scope of Work incorporated by this reference as if fully set forth herein); and CITY'S Request for Proposals for City of Lodi Fixed Route, Paratransit and Demand-Response Operations Contract (the "RFP"); CONTRACTOR'S proposal submitted in response to the RFP, and CONTRACTOR'S Best and Final Offer. Should conflicts exist among these documents, this Agreement and Exhibit I shall control over the RFP; the RFP and Final Offer shall control over CONTRACTOR'S Proposal. This contract supersedes any other oral or written representation between CITY and CONTRACTOR.

NOTICES. Any and all notices required to be given under the provisions of this Agreement shall be given in writing and delivered personally or by deposit in the United States mail, postage paid and addressed as follows:

TO City of Lodi

City of Lodi
Public Works Director
P.O. Box 3006
221 West Pine Street
Lodi, CA 95241-1910 (95240)

TO CONTRACTOR

Or at such other addresses as the parties may file with each other for such purpose.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested by its City Clerk under authority of Resolution No. _____, adopted by Council of the City of Lodi on the ____ day of _____, 2008, and CONTRACTOR has caused this Agreement to be executed.

CITY OF Lodi, a municipal corporation

By: _____
Blair King, City Manager

By: _____

(Corporate Seal)

CONTRACTOR'S Federal ID #

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Janice D. Magdich, Deputy City Attorney

* Corporations – signature of two (2) officers required or one (1) officer plus corporate seal

Partnership – signature of partner required

Sole Proprietorship – signature of proprietor required